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PREAMBLE

Pursuant to policy set forth in Title VII, Public Law 95-454, Civil Service Reform Act of 1978, hereafter referred to as the ACT, and subject to all applicable Executive Orders, laws and statutes, the following articles constitute a Multi-Unit Agreement made by and between the EMPLOYERS listed in Article 1, hereafter referred to as the EMPLOYERS, and Local 1960, American Federation of Government Employees, AFL-CIO, hereafter referred to as the UNION.

It is the intent and purpose of the PARTIES here to promote and improve the efficient administration of the EMPLOYERS' mission, the Federal Service and the well-being of UNIT employees within the meaning of the ACT; to establish a basic understanding relative to personnel policy, practices and matters affecting their working conditions which are within the jurisdiction of the Commanding Officers/Activity Heads, and to provide means for amicable discussion and adjustment of matters of mutual interest.

The PARTIES agree as follows:

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ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1.01. The EMPLOYERS recognize the UNION as the exclusive representative of all UNIT employees as defined in Section 1.02. The UNION recognizes its responsibility to represent the interests of all UNIT employees without regard to labor organization membership with respect to grievances, personnel policies and matters affecting their working conditions.

Section 1.02. The recognized units are as follows:

<p>Naval Air Station (NAS) Pensacola, Florida</p>	<p>-All non-professional General Schedule (GS) and Wage Grade (WG) employees of the Naval Air Station, Pensacola, Florida</p>
<p>Naval Hospital (NAVHOSP) Pensacola, Florida</p>	<p>-All non-professional employees of the Department of the Navy, Navy Hospital, Pensacola, Florida.</p> <p>-All professional employees of the Department of the Navy, Naval Hospital, Pensacola, Florida, including the main complex and its other organizational elements located at Pensacola, Florida; Panama City, Florida; Whiting Field, Milton, Florida; Gulfport, Mississippi; Meridian, Mississippi and New Orleans, Louisiana.</p>
<p>Naval Aerospace Medical Research Laboratory (NAMRL) Pensacola, Florida</p>	<p>-All non-professional General Schedule (GS) and Wage Grade (WG) employees of the Naval Aerospace Medical Research Laboratory at Pensacola, Florida.</p> <p>-All professional employees of the Department of the Navy, Naval Aerospace Medical Research Laboratory, Pensacola, FL</p>
<p>Naval Operational Medicine Institute (NOMI) Pensacola, Florida</p>	<p>-All non-professional General Schedule (GS) and Wage Grade (WG) employees of the Naval Operational Medicine Institute at Pensacola, Florida.</p>

Naval Technical Training Center (NTTC) Pensacola, Florida	-All General Schedule (GS) and Wage Grade (WG) employees of the Naval Technical Training Center at Corry Station, Pensacola, Florida.
Naval Air Technical Training Center (NATTC) Pensacola, Florida	-All non-professional employees of the Naval Air Technical Training Center, Pensacola, Florida.
Naval Education and Training Development and Technology Center (NETPDTC) Pensacola, Florida	-All professional and non-professional Professional employees of the Naval Education and Training Professional Development and Technology Center
*Personnel Support Detachment (PSD) Pensacola, Florida	-All General Schedule (GS) employees of the Personnel Support Detachment (PSD), Pensacola, Florida.
**Personnel Support Detachment (PSD) Gulfport, Mississippi	-All General Schedule (GS) employees of the Personnel Support Detachment (PSD), Gulfport, Florida.
* See Appendix D	
** See Appendix E	
Human Resources Office (HRO) Pensacola, Florida	-All employees of the Human Resources Office, Naval Air Station, Pensacola, Florida, and its Satellite and Site Offices.
NAS Whiting Field (NASWF) Milton, FL	-All nonprofessional Wage Grade and General schedule employees who are employed by the Commanding Officer, Naval Air Station, Whiting Field, Milton, Florida

Excluded from the above units: -All management officials, supervisors, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, employees engaged in intelligence, counterintelligence, investigative, or security work which affects national security.

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ARTICLE 2

THE AGREEMENT AND ITS RELATION TO LAW AND REGULATION

Section 2.01. It is agreed and understood by the PARTIES that in the administration of all matters covered by the Agreement that they are governed by existing or future government-wide laws of the Federal Government, including those rules and regulations of appropriate higher authorities.

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ARTICLE 3

MATTERS APPROPRIATE FOR NEGOTIATION

Section 3.01. Matters appropriate for negotiation between the PARTIES are personnel policies, practices, and matters affecting working conditions that are within the discretion of the EMPLOYERS. These matters include but are not limited to such matters as safety, parking, training, labor-management relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, work schedules, reduction-in-force practices, and hours of work.

Section 3.02. Either PARTY desiring or having a requirement to negotiate with the other shall, whenever practical, give advance notice to the other PARTY. Such notice will be given in writing at least ten (10) workdays in advance and will include a statement of the subject matter to be discussed.

Section 3.03. It is recognized that this Agreement is not all-inclusive. The fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility but rather compels either PARTY to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement.

Section 3.04. For purposes of this Agreement, negotiation means the performance of the mutual obligation of the PARTIES to meet at reasonable times and bargain in good faith to reach agreement with respect to the conditions of employment affecting UNIT employees and to execute, if requested by either PARTY, a written document incorporating any collective bargaining agreement reached.

Section 3.05. It is agreed that the EMPLOYERS will provide the UNION with an advance copy of any proposed directive which effects changes in personnel policies, practices and procedures currently in effect which are covered by written directives or which are original directives effecting such matters. A brief explanation of the purpose of the change will be provided. The EMPLOYERS will negotiate with the UNION regarding the provisions of the proposed directives as required by the ACT, providing written request is made within ten (10) workdays after receipt of advance copy of the directive.

Section 3.06. The primary points of contact for the purpose of advising changes to existing conditions of employment and requests to negotiate shall be:

FOR THE UNION:	The Union President, or designated representative
FOR THE EMPLOYER:	The Commanding Officer/Activity Head, or designated representative

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ARTICLE 4

RIGHTS OF EMPLOYERS

Section 4.01.

(a) The EMPLOYERS retain the right and authority under 5 USC Sec. 7106

- (1) To determine the mission, budget, organization, number of employees and internal security practices of the EMPLOYERS; and
- (2) In accordance with applicable laws -

(A) to hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which EMPLOYERS' operations shall be conducted;

(C) with respect to filling positions, to make selections for appointment from -

(i) among properly ranked and certified candidates for promotion;

or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the EMPLOYERS' mission during emergencies.

(b) Nothing in this section shall preclude the EMPLOYERS and the UNION from negotiating -

(1) At the election of the EMPLOYERS, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which management officials of the EMPLOYERS will observe in exercising any authority under this section; or

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

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ARTICLE 5

EMPLOYEE RIGHTS

Section 5.01. 5 USC Sec.7102 states that each employee shall have the right to form, join or assist the UNION, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under this chapter, such right includes the right -

(1) To act for the UNION in the capacity of a representative and the right, in that capacity, to present the view of the UNION to the Executive Branch of the Government, the Congress, or other appropriate authorities and;

(2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

Section 5.02. – 5 USC 7120(e) – The rights as described in Section 1 above do not authorize participation in the management of a labor organization or acting as a representative of such organization by a supervisor, or by an employee when such participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 5.03. The EMPLOYERS shall take such action consistent with the ACT or with directives of appropriate authority as may be required to assure that UNIT employees are apprised of their rights and privileges provided in the ACT. The EMPLOYERS further agree that they will practice no interference, restraint, coercion, or discrimination within the UNIT to either encourage or discourage membership in any recognized labor organization. The EMPLOYERS and UNION jointly agree to administer all provisions of the agreement in a fair and equitable manner.

Section 5.04. It is recognized that the UNION has the right to be present at formal discussions with UNIT employees consistent with the terms of the Agreement and the ACT. The UNION and EMPLOYERS further agree that a UNIT employee may request and be allowed UNION representation during an examination or questioning by the EMPLOYERS when a disciplinary action may result from such a discussion. It is understood that the provisions of the Section do not apply to everyday work-related communications between supervisors and UNIT employees or to discussion concerning job performance.

Section 5.05. In an atmosphere of mutual respect, all employees shall be treated without discrimination in regard to their political affiliation, UNION activity, race, color, religion, national origin, gender, marital status, age, or non-disqualifying disability. Employees will be afforded proper regard for and protection of their applicable privacy and constitutional rights. It is therefore agreed that the EMPLOYERS will endeavor to establish working conditions that will be conducive to enhancing and improving employee morale, welfare, and efficiency.

Section 5.06. Oral or written instructions will be given to employees in a professional and constructive manner to the maximum extent practicable. Such guidance will be provided

in an atmosphere that will avoid public embarrassment or ridicule to the extent it is within management's control.

Section 5.07 If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within management's control.

Section 5.08. Employees are entitled to be free from intimidation, coercion, harassment, unreasonable working conditions, reprisal, and not be used as an example to threaten or intimidate other employees. Employees also have the right, individually and collectively, to expect and pursue conditions of employment which promote and sustain human dignity and self-respect.

Section 5.09. EMPLOYERS agree to annually inform all employees of the right to UNION representation under 5 USC 7114 (a)(2)(B) by posting on official bulletin boards.

Section 5.10. Employees have the right, in accordance with the Privacy Act, to request copies of any records specific to them maintained under their name and/or social security number, or unique identifier associated with the requesting employee.

Section 5.11. Employees have the right to direct and pursue their private lives and personal welfare and beliefs without interference, coercion, or discrimination by the EMPLOYERS so long as such activities are conducted outside of a Federal installation and do not conflict with job responsibilities.

Section 5.12. Except when performing officially assigned duties, an employee's signature on a document signifies acknowledgement of receipt, not agreement. When an employee refuses to sign such a document, it will be marked "Employee refused to sign". A copy will be offered to the employee.

Section 5.13. An employee has the right to refuse orders that would require the employee to violate Federal law. If it is determined that an order was in fact unlawful, the employee will not be subject to any disciplinary or adverse action.

Section 5.14. In the event an employee believes that he or she has received conflicting orders, the employee shall immediately notify his or her supervisor of the conflict.

Section 5.15. - 5 USC 7114(a)(5) states that an employee has the right of –

- (A) being represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any grievance or appeal action; or
- (B) exercising grievance or appellate rights established by law, rule, or regulation;

except in the case of grievance or appeal procedures negotiated under this chapter.

Section 5.16. – 5 USC 7116(b)(4) states that it shall be an unfair labor practice for a labor organization –

(4) to discriminate against an employee with regard to the terms or conditions of membership in the labor organization on the basis of race, color, religion, national origin, sex, age, preferential or non-preferential civil service status, political affiliation, marital status, or disability.

Section 5.17. – 5 USC 7116(c) states that it shall be an unfair labor practice for an exclusive representative to deny membership to any employee in the appropriate unit represented by such exclusive representative except for failure –

(1) to meet reasonable occupational standards uniformly required for admission,
or

(2) to tender dues uniformly required as a condition of acquiring and retaining membership.

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ARTICLE 6

UNION RIGHTS

Section 6.01. The UNION, which has been accorded exclusive recognition, is the exclusive representative of UNIT employees and is entitled to act for and negotiate collective bargaining agreements covering all unit employees.

Section 6.02. The UNION may, but is not required to represent Non-Union members of the bargaining UNIT on any matter for which a statutory or regulatory appeals procedure exists, e.g., MSPB, EEO, Worker’s Compensation, position classification appeals.

Section 6.03. Nothing in this Agreement shall be interpreted to interfere with or restrain the Union in the exercise of its rights as defined in 5 USC Chapter 71, except as otherwise negotiated and set forth in this Agreement.

Section 6.04. The EMPLOYERS agree that at the time of check in, a new UNIT employee shall be:

- a. advised of the contractual relationship which exists between the UNION and EMPLOYERS;
- b. provided a copy of this Agreement; and a list of UNION representatives as provided by the UNION;

- c. introduced to their UNION representative where available within the employee's assigned department for the purpose of briefing UNIT employees on representation rights. When performing this duty, official time will be authorized for the UNION representative.

Section 6.05. The EMPLOYERS agree to furnish the UNION with a current list of UNIT employees not more than once each month. The list will contain the name, position title, grade, Unit Identification Code, and accessions and separations. The term "Unit" for the purposes of Unit Identification code means the applicable organizational element.

Section 6.06 The UNION has the right, in accordance with law, to communicate with UNIT employees. Article 28, Union Facilities and Services, outlines the methods, equipment, and EMPLOYERS' policies governing use of equipment for communication purposes. If in a duty status, the UNION representative may use official time approved for this purpose as referenced in Article 7, UNION Representation.

Section 6.07. Prior to communicating directly with UNIT employees through surveys or questionnaires regarding conditions of employment, notice will be given to the UNION. Where bargaining is appropriate, it will be accomplished as set forth in Article 3, Matters Appropriate For Negotiation.

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ARTICLE 7

UNION REPRESENTATION

Section 7.01. The EMPLOYERS agree to recognize elected officials and the following UNION appointed representatives:

- a. Naval Air Station (NAS): One Unit Chairperson plus one representative for every 50 employees.
- b. Naval Hospital (NAVHOSP): One Unit Chairperson plus one representative for every 50 employees.
- c. Naval Aerospace Medical Research Laboratory (NAMRL): One Unit Chairperson plus one representative for every 50 employees. .
- d. Naval Operational Medicine Institute (NOMI): One Unit Chairperson plus one representative for every 50 employees.

e. Naval Technical Training Center (NTTC): One Unit Chairperson plus one representative for every 50 employees.

f. Naval Air Technical Training Center (NATTC): One Unit Chairperson plus one representative for every 50 employees.

g. Naval Education and Training Professional Development and Technology Center (NETPDTC): One Unit Chairperson plus one representative for every 50 employees

h. Personnel Support Detachment (PSD): One Unit Chairperson plus one representative for every 50 employees.

i. Human Resources Office (HRO): One Unit Chairperson plus one representative for every 50 employees.

j. Naval Air Station Whiting Field (NASWF): One Unit Chairperson plus one representative for every 50 employees.

k. The UNION agrees to designate a representative to serve as an Assistant UNIT Chairperson who will serve in the absence of the UNIT Chairperson or in his/her stead. The UNION further agrees that the Assistant UNIT Chairperson will be designated from the same geographical area as the UNIT Chairperson.

l. In the case where shift work is being performed, one additional representative will be allowed for each of the other shift(s).

Section 7.02. The UNIT Chairperson's overall responsibilities shall pertain to representing the UNION'S interest to his/her Commanding Officer/Activity Head or designated representative concerning matters affecting the UNIT.

Section 7.03 The primary point of contact between the UNION and the EMPLOYERS for the purpose of conducting business under the terms and conditions of the Agreement shall be:

FOR THE EMPLOYERS: Commanding Officer/Activity Head or designee

FOR THE UNION: The Union President or designee

Section 7.04. The UNION agrees to furnish the EMPLOYERS, in writing, and maintain on a current basis, a complete listing of the name and title of each UNION officer, UNIT Chairperson, and UNION Representative authorized by this Agreement.

Section 7.05. The EMPLOYERS agree to authorize a reasonable amount of official time to UNION Representatives who are properly designated in accordance with this

Agreement. Official time granted will be to the extent that such time falls within the representative's respective tour of duty and will be used for the purpose of the representative carrying out the following responsibilities to a UNIT employee(s):

- a. To consult or negotiate with the EMPLOYERS pursuant to Article 3 of this Agreement.
- b. To represent a UNIT employee(s) or act as the UNION'S Representative during the preparation and presentation of a grievance to the EMPLOYERS pursuant to Article 32 of this Agreement or a statutory appeal.
- c. To participate on a Committee pursuant to this Agreement.
- d. To enter into problem-resolving discussions with the EMPLOYERS or with UNIT employees with respect to matters affecting conditions of employment of UNIT employees.
- e. No more than two hours per week to perform Treasurer duties related to maintaining financial records and preparing reports required by the Department of Labor and the Internal Revenue Service.
- f. to prepare for meetings with management officials.
- g. As otherwise authorized by this Agreement, regulations or the ACT.

Section 7.06. UNIT employees who desire to leave their work area during duty hours to conduct business in accordance with the terms and conditions of this Agreement shall first obtain permission to leave from their supervisor by completing and presenting an authorization (Appendix A) to the supervisor. The supervisor will give prompt attention to the request. If the supervisor determines that the representative cannot be released, he/she shall provide the reason for denial in writing along with an alternate date and time when the representative can be released. It is agreed that UNION Representatives will conduct and conclude appropriate business as expeditiously as possible and immediately return to duty. However, if the representative determines that the time allotted is insufficient to conclude business, he/she will immediately contact the supervisor to request additional time. Upon his/her return to the work area, the UNION Representative will provide the authorization form to the supervisor for completion. The UNION agrees to guard against the use of excessive official time and further agrees that the use of such time shall not be

for the purpose of soliciting UNION membership, dues collection, or conducting other internal UNION business.

Section 7.07. Whenever a UNION Representative is to assist an employee under the terms and conditions of this Agreement, prior to entering a work area which is under other than his/her supervisor's jurisdiction, the Representative shall contact the supervisor of the employee in advance of his/her visit and advise the employee's supervisor of the employee's name he/she wishes to visit. The employee's supervisor will promptly release the employee unless there is persuasive reason(s) for reasonably delaying the employee's release. In which case the employee's supervisor will advise the Representative of the reasons for the delay and when the employee can be made available. Discussion between a UNION Representative and the employee shall normally be conducted at the employee's work site provided that the environment is conducive to reasonable privacy and conduct of the business at hand. If this is not the case, an alternate location, which is mutually agreeable with the supervisor and the Representative, will be utilized.

Section 7.07. Commensurate with the provisions of this Agreement, recognized UNION Representatives shall be free to exercise their responsibility to advance the best interest of and to represent the UNIT employees and shall be permitted to engage in authorized activities on behalf of the UNION. It is further agreed that no UNION Representative shall be denied any right or privilege otherwise entitled to because of his/her serving as a UNION Representative.

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ARTICLE 8

BASIC WORKWEEK/HOURS OF WORK

Section 8.01. The basic workweek will normally consist of five (5) days, Monday through Friday, on each of which the employee is scheduled to work an eight (8) hour shift.

Section 8.02. Alternative Work Schedules (AWS), where established, may be administered in accordance with applicable regulations and negotiated activity instructions.

Section 8.03. Basic workweek of other than Monday through Friday may be established for employees whose jobs are directly related to routine service-type functions such as, but not limited

to, the providing of necessary utilities, supportive functions, hospital services, and services relative to the protection of life and property. In this connection, it is agreed that the EMPLOYERS will assign employees to a basic workweek of other than Monday through Friday only when the nature of the work requires the continuous manning of the position on a more than five (5) days per week basis. Changes in basic workweeks will be held to the minimum necessary to perform the above-described functions. EMPLOYERS will schedule all basic workweeks so employees of the UNIT will have two consecutive days off. Employees' basic workweek normally will not be changed without notice of at least seven (7) days prior to the beginning of the administrative workweek, except when the EMPLOYERS determine that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. Deviations from these provisions for advance notification will be made only when dictated by circumstances beyond the control of the EMPLOYER and in this instance, the UNION will be notified. No deviation from the seven- (7) day notice shall be effected to circumvent or avoid the payment of overtime. This Section does not apply to employees on established rotating shifts.

Section 8.04. Federal Employees must actually perform work on a Sunday in order to be eligible for Sunday premium pay. Federal employees are not entitled to Sunday premium pay for periods when no work is performed, such as paid leave time, excused absences, holidays, compensatory time off, or time off granted as an incentive or performance award. Part-time and intermittent employees are not entitled to Sunday premium pay.

Section 8.05. Immediately prior to lunch and the end of the shift, UNIT employees may be allowed time for the purpose of personal cleanup and stowage of personal and Government owned tools and protective clothing. It is recognized that unusual circumstances may occur, which will necessitate additional cleanup time. In such cases the additional time necessary may be allowed. In the absence of compelling circumstances, no employee will be required to remain after his/her shift for purposes of cleaning up his/her designated area or to stow tools and equipment without compensation.

Section 8.06. The EMPLOYERS agree to assign employees to the day shift to the maximum extent permitted by workload considerations. The intent of this section is to assign employees to the night shift only to the extent necessary to support and carry out the missions of the EMPLOYERS.

Section 8.07 Employees who are on leave or otherwise in a non-duty status, normally will not be contacted at home by the EMPLOYERS, except in emergency situations. When telephone contacts are necessary, every effort will be made to make telephone contacts as brief as possible.

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ARTICLE 9

WORK ASSIGNMENTS

Section 9.01. The EMPLOYERS agree that UNIT employees shall be advised concerning who exercises immediate supervision over them, the chain of command and line of supervision. UNIT employees shall also be advised regarding who is responsible for approving leave, evaluating performance, and initiating disciplinary action.

Section 9.02. The PARTIES agree that UNIT employees may be required to perform daily routine cleanup of their immediate work areas. The EMPLOYERS agree that UNIT employees will not be assigned to dirty tasks or menial work recognized as undesirable as reprisal or punishment.

Section 9.04. The EMPLOYERS agree to place an employee who has been returned to duty by his/her personal physician for limited duty only to the type of work that will not aggravate his/her illness or injury, if such work is available. The EMPLOYERS agree to give consideration to requests for modification of employee's duties and responsibilities when medical restrictions have been identified.

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ARTICLE 10

OVERTIME

Section 10.01. Overtime is work that is authorized and required by the EMPLOYERS and performed by a UNIT employee(s) in excess of eight hours per workday or forty (40) hours per administrative workweek. Employees on alternative or flexible work schedules will be compensated in accordance with applicable regulations and activity instructions. Employees who are covered by the provisions of the Fair Labor Standards Act, except as provided, shall be paid at the appropriate overtime rate, including any shift differential pay to which each is entitled.

Section 10.02. All employees who are non-exempt from the Fair Labor Standards Act, all Federal Wage System (WG) employees, and General Schedule (GS) employees who are exempt from the Fair Labor Standards Act and earn less than the maximum pay of a GS-10, shall have the right to request, in writing, compensatory time off in lieu of overtime pay for irregular or occasional overtime. Employees covered by flexible work schedules may be granted compensatory time for regularly scheduled overtime work. Compensatory time which remains unused for 26 pay periods from the time it is earned will be paid

automatically to the employee at the overtime rate at which it was earned. Employees whose basic rate of pay is above GS-10, Step 10, shall be advised whether they will receive overtime pay or compensatory time at the same time they are notified of the work requirement.

Section 10.03. UNIT employees who earn compensatory time in lieu of overtime shall, to the extent practicable, be permitted to use their compensatory time within thirty workdays, at the earliest date convenient to them, subject to supervisory approval. Normally, compensatory time off will be granted before annual leave is approved. If annual leave would otherwise be forfeited, however, annual leave may be granted before compensatory time off.

Section 10.04. It is agreed that the EMPLOYERS have the authority and may require overtime. The EMPLOYERS may, upon request from the employee, relieve an employee from an overtime assignment where the assignment would result in a hardship or unreasonable inconvenience to the affected employee and another qualified employee acceptable to management is reasonably available for the assignment and is willing to work. If an employee is relieved from overtime assignment at his/her request, the hours of overtime declined will be considered as overtime hours worked for purposes of determining the equity of overtime distribution.

Section 10.05. A UNIT employee who is called back to work at a time outside of and unconnected with his/her scheduled hours of work, within his/her regularly scheduled workweek, shall receive at least two hours overtime credit for pay or compensatory leave purposes, regardless of whether the employee is required to work the entire two hours. This Section does not apply to employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish mission requirements.

Section 10.06 UNIT employees shall not be required to perform any work or duty before or after their scheduled work hours without compensating or paying the employees for such work or duty. This is not intended to prevent employees volunteering to turn on lights, air conditioning, opening doors and other such routine functions at the beginning of the work day. It is further understood that if an employee is directed by the EMPLOYERS to report at a designated location at a specified time prior to or subsequent to his/her regular work hours, such time shall be considered compensable or payable, as appropriate.

Section 10.07. An employee must notify his/her supervisor, in writing, prior to taking annual leave, if she/he desires to be considered for an overtime assignment while on annual leave.

Section 10.08. The EMPLOYERS agree to maintain accurate records of all overtime work in the UNIT and to make such records available to the UNION upon request. Each supervisor shall maintain overtime records that will be retained for a period of twelve (12) months. Overtime shall be distributed in a fair and equitable manner.

Section 10.09. The EMPLOYERS shall notify the affected employee(s) and the UNION Representative of scheduled overtime. Every reasonable effort will be made to provide this notice by the close of business on Thursday when the overtime assignment involves Saturday or Sunday. This Section does not apply to emergencies requiring immediate action outside or beyond regular working hours and employees on assignments at the close of their regular shifts who must be kept on duty on an overtime basis to accomplish mission requirements.

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ARTICLE 11

HOLIDAYS

Section 11.01. Eligible employees shall be entitled to all holidays now prescribed by law and any that may be added later by law and all holidays that may be designated by Executive Order.

Section 11.02. Holidays as designated above will be observed as non-work days. When holidays as defined above fall on Saturday or Sunday, the EMPLOYERS normally shall be closed to public business on the preceding Friday or the succeeding Monday, in lieu of such holiday. In this case, Friday or Monday shall be deemed to be a holiday.

Section 11.03. Employees in a pay status shall receive the regular hourly rate plus an appropriate shift differential on all days defined as holidays that they are not required to work, except as provided otherwise in applicable laws and regulations.

Section 11.04. Employees working on a holiday within their basic workweek shall receive double their hourly rate and appropriate shift differential for all hours' work on such

holidays. Employees called back to work on a holiday are entitled to a minimum of two (2) hours of holiday pay.

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ARTICLE 12

ANNUAL LEAVE

Section 12.01. Employees shall earn annual leave in accordance with applicable laws, rules and regulations. An employee's request for annual leave shall be granted subject to the reasonable requirements of the EMPLOYERS, when his/her supervisor has been given one (1) day's notice for an absence of one (1) to five (5) days duration. Leave in excess of (5) days shall be requested five (5) days in advance on OPM Form 71 (OPM-71). The supervisor will indicate approval or disapproval within three (3) workdays. When a request for annual leave has been denied, the employee will be notified of the reason for denial in writing on the OPM-71. Requests for annual leave for emergency reasons personal to employees will be considered on an individual basis.

Section 12.02. Choice of vacation periods shall be on a first come, first serve basis, as each request is handed to the supervisor. In the event a conflict arises as to choice of vacation periods, the supervisor will meet with the employees involved in an effort to reach an equitable solution. In an attempt to resolve the conflicts, the supervisor and the employees shall consider the amount of excess leave remaining to be taken by each of the employees and vacation plans already made by the individuals.

Section 12.03. The EMPLOYERS agree that during any period of planned shutdown of activity or reduced operations, the EMPLOYERS will advance annual leave to eligible employees to cover the period of shutdown, but advance leave shall not exceed that which would accrue during the current leave year.

Section 12.04. The EMPLOYERS agree to negotiate as appropriate with the UNION, upon request, prior to implementing any planned shutdown or reduced operations. Every reasonable effort will be made to make information relating to the planned shutdown or periods of reduced operations available to employees at the earliest possible dates.

Section 12.05. Any employee, having sufficient annual leave to his/her credit, may apply in advance for such leave and it shall be approved for any workday that occurs on the

employee's birthday or religious holiday associated with the religious faith of the employee to the extent permitted by work load requirements and manpower availability.

Section 12.06 Carryover (restored) leave will be addressed in accordance with applicable laws, rules, and regulations.

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ARTICLE 13

SICK LEAVE AND ADVANCE SICK LEAVE

Section 13.01. Employees shall earn sick leave in accordance with applicable statutes and regulations. Commands may grant sick leave in as little as six (6) minute increments based on its internal policy.

Section 13.02. Sick leave, if available, shall be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, pregnancy, or medical confinement. Sick leave for family care and bereavement purposes, adoption, family and medical leave (Family Medical Leave Act and Family Friendly Leave Act), and leave transfer will be administered in accordance with applicable instructions and Office of Personnel Management regulations and guidance.

Section 13.03. Sick leave, as necessary, shall be granted to the extent due and accrued for medical, dental, or optical examination or treatment. Sick leave for these purposes normally will be applied for in advance with minimum amounts of leave requested.

Section 13.04. An employee who is prevented from reporting to work because of an incapacitation/illness shall furnish notice to the appropriate supervisory official by telephone, normally within two hours of the beginning of the work shift. Shift workers have a responsibility to make every effort to notify an appropriate supervisory official, at least two hours prior to the beginning of their scheduled work shift, so that manning requirements may be met. The EMPLOYERS will inform employees of the name and telephone numbers of appropriate supervisory officials to whom to report. When reporting, the employee shall furnish the reason for absence and the estimated duration of absence. Employee notification will not in itself be justification for approval or disapproval of sick leave. If the employee is unable to return on the predicted date, he/she shall again advise the designated supervisory official(s) of the reason for absence and the estimated duration of absence. Notifications will continue to be required on at least each Monday thereafter until the employee returns to duty. Notification is necessary for the EMPLOYERS to effectively schedule work and act on leave requests of other employees as well as place the absent employee in an appropriate leave status. During extended absences (lasting more than one pay period), medical certificates or other supporting evidence may be requested of the employee each pay period unless the employee is hospitalized and/or management is otherwise aware of the seriousness of the employee's illness and the need for the prolonged absence, or the physician has specified a recuperative

period of set length in writing in advance. In such cases, medical certification may be submitted for the record when the employee returns to duty. Upon return to duty, the employee's request for sick leave will be considered on an individual basis.

Section 13.05. Employees who are unable to report for duty because of serious incapacitation/illness anticipated to last longer than one pay period may be advanced sick leave not to exceed 240 hours provided:

- a. The employee is serving under a Career, Career-Conditional, or Veteran's Readjustment appointment;
- b. A review of the employee's sick leave record does not indicate abuse of sick leave privileges;
- c. The EMPLOYERS are not contemplating the employee's separation from the service, nor is the employee contemplating separation by retirement or resignation;
- d. There is a reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of his/her duties;
- e. The employee has utilized all annual leave subject to forfeit or restoration.

Section 13.06. Employees holding a limited appointment may be advanced sick leave under the same conditions as Section 13.05 above only in the amount anticipated to be earned during the remainder of the employee's appointment. The EMPLOYERS will consider requests for advance sick leave from part-time employees on an individual case-by-case basis.

Section 13.07 Employees shall be required to furnish a medical certificate or administratively acceptable evidence to substantiate requests for sick leave which exceeds three (3) days of consecutive duration.

Medical certification or administratively acceptable evidence may be required when:

- (1) Management requires administratively acceptable evidence or medical certificate regardless of the duration of the absence when determined necessary; or
- (2) There is specific evidence that the employee has abused sick leave privileges over a representative period of employment; and
- (3) The EMPLOYERS have counseled the employee with respect to the use of his/her sick leave, a record of the counseling is on file, and the sick leave record of the employee subsequent to the counseling does not indicate improvement; and
- (4) The employee has been furnished a written notice that he/she must furnish a medical certificate for each absence which he/she claims was due to incapacitation for duty.

It is further agreed that upon request of the employee, the EMPLOYERS will review the sick leave record of the employee at the end of a six-month period from the date of the written notice. Where such review reveals no specific evidence that the employee has abused sick leave privileges during the review period,

the employee will be notified, in writing, that a medical certificate will no longer be required for each absence which is claimed as due to incapacitation for periods of three work days or less.

Section 13.08. Employees who, because of incapacitation/illness, are released from duty, shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty.

Subsequent days of absence shall be subject to the provisions of Sections 13.07 and 13.09 of this article and applicable regulations.

Section 13.09. Periods of absence on sick leave in excess of three consecutive workdays must ordinarily be supported by a medical certificate to be filed within five (5) workdays after return to duty. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her incapacitation/illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the incapacitation/illness does not, in the judgment of the EMPLOYERS, require the services of a physician.

Section 13.10. The EMPLOYERS and the UNION recognize the importance of sick leave and the obligation of the employee, as well as the advantage to him/her, to utilize it only when incapacitated for duty or in accordance with Section 13.02. The parties agree to jointly encourage UNIT employees to conserve sick leave so that it will be available to the employees in the event of an extended incapacitation/illness.

Section 13.11. When the EMPLOYER'S servicing medical officer determines that an employee is unfit for duty after reporting for work, the EMPLOYER will make arrangements for transportation, if necessary, to a medical facility or other agreed upon location.

Section 13.12. All requests for sick leave, regardless of reason, must be requested by using Application for Leave, OPM-71. Submission of the OPM-71 can be accomplished retroactively by the employee when the reason(s) for the sick leave request could not have been foreseen or scheduled in advance by the employee. In such a case the employee will complete the request form on the first workday that he/she returns to duty.

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ARTICLE 14

ADMINISTRATIVE LEAVE/EXCUSAL

Section 14.01. When employees' services are not needed for short periods of time because of conditions which cannot reasonably be foreseen by the EMPLOYERS, such as power or equipment failure, lack of material, weather conditions, transportation strikes, or 'acts of God', the EMPLOYERS may direct the use of annual leave subject to the following conditions:

a. In cases of interrupted or suspended operations due to unforeseen conditions, employees who cannot be assigned to other work will be required to use annual leave where 24 hours advance notice can be given.

b. When such situations develop too late to give 24 hours advance notice, employees who cannot be assigned to other work will be required to use annual leave only if notice can be given before the end of the shift immediately preceding the one in which they are to be placed on leave. Such involuntary use of leave may not exceed five days in any leave year.

c. In situations when neither 24 hours notice nor notice before the end of the immediately preceding shift is possible, the Employers will determine whether employees can be assigned other work or should stand by. If the Employers determine that employees should be excused, administrative leave will be granted not to exceed one workday in any one instance.

Section 14.02. Employees who do not report to work at their appointed place and time may be placed on administrative leave if their failure to report was caused by emergency conditions which caused the EMPLOYERS to suspend operations (The failure to report does not relate to personal problems but to conditions which prohibit employees reaching his/her place of work, i.e., roads/bridges washed out, etc.). Approval of excused absence shall be made on an individual basis and the EMPLOYERS' decisions shall be based on the following factors:

- a. Distance between the employee's residence and place of work;
- b. Mode of transportation used;
- c. Efforts by the employee to get to work;
- d. Success other employees similarly situated had in being able to report to work.

Section 14.03. Upon an employee's request, a brief absence from duty of less than one hour and an occasional tardiness may be excused when reasons appear adequate to the supervisor.

Section 14.04. Employees who donate blood to an EMPLOYER approved blood donor program may be placed on administrative leave for the time necessary to donate, including recuperative time. Except in unusual circumstances, time allowed will not exceed four hours. All such absences from duty must be scheduled in advance.

Section 14.05. The UNION may request and the EMPLOYERS will, subject to workload considerations, approve administrative leave to permit the Unit Chairperson and Representatives to attend UNION sponsored training, provided the individuals are employees of the EMPLOYERS and the following conditions are met:

a. Not more than forty (40) hours of administrative leave will be provided for each UNION representative during any calendar year per Unit (Activity).

b. The training provided is within the scope of the ACT, is of mutual concern to the EMPLOYERS and is not connected in any way with the internal business of the UNION.

c. The EMPLOYERS' interest will be served by the employee(s) attendance.

d. The UNION will provide the EMPLOYERS the date the training is to take place at least fifteen (15) days prior to the UNION submitting a written request for release of the employees concerned. At least fifteen (15) work days prior to the start of the training, the UNION will submit a written request to the EMPLOYERS' points of contact, requesting named employees be granted administrative leave for the purpose of attending a UNION sponsored training course which meets the conditions specified above. The UNION agrees to adhere to the total number and names of employees contained on the request. In the event that a situation develops which is outside the control of the UNION which necessitates that the UNION name a substitute, substitution will be made on a one-for-one basis. At least three (3) workdays prior to the date of the training, the EMPLOYERS agree to notify the UNION of the name of each employee who cannot be excused to attend training and the reason(s) therefor.

Section 14.06. Administrative leave may be given eligible employees for the purpose of voting in National, State and Local Municipal Elections or Referendums. Each request for administrative leave to vote shall be carefully reviewed. Employee(s) may be granted an amount of administrative leave which will permit him/her to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser time off, subject to the following restrictions:

a. Employees holding voting residence within commuting distance to their work location, whose hours of work allow three hours for voting before or after the regular hours of work, shall not be excused for voting.

b. For the purpose of this Section, commuting distance is defined to include any locality from which employees travel to and from work on a daily basis.

Section 14.07. For employees who vote in jurisdictions that require registration in person, administrative leave to register may be granted on the same basis as for voting.

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ARTICLE 15

LEAVE WITHOUT PAY

Section 15.01. Leave without pay is a temporary non-pay status and absence from duty that may be granted upon an employee's request. All requests for leave without pay, regardless of duration, are subject to approval by the EMPLOYERS. A period of leave without pay shall not exceed one year for each application.

Section 15.02. The EMPLOYERS recognize that employees may be elected or appointed to serve as a delegate to a UNION convention or other such function that requires absence from the EMPLOYERS' premises. The EMPLOYERS will, subject to workload considerations, grant annual leave to the extent accrued or leave without pay for such employee(s), provided the request is submitted to the EMPLOYERS' primary points of contact not less than ten (10) working days prior to the date the absence is to begin. The UNION agrees to adhere to the total number and names of employees contained on the request. In the event a situation develops which is outside the control of the UNION which necessitates that the UNION name a substitute, substitution will be made on a one-for-one basis. Notification of the name of the substitute(s) must be furnished to the EMPLOYERS' primary points of contact not less than three (3) workdays prior to the absence.

Section 15.03. When an employee in the UNIT has been elected or appointed to a UNION office that requires an extended leave of absence (one year or more), annual leave to the extent accrued and/or leave without pay will be granted, subject to workload and provided the EMPLOYERS have reasonable assurance that the employee will return to duty after the expiration of his/her approved absence. In the event the employee requests an extension of absence for the same purpose and workload considerations permit, the EMPLOYERS will approve the extension. Should the EMPLOYERS disapprove the

initial application or extension, the UNION and the employee will be notified in writing of the reason(s) therefor. It is understood that not more than one employee from each of the Units identified in Section 1.02 will be granted extended leave of absence under the provisions of this section.

Section 15.04. The EMPLOYERS recognize the obligation to return an employee to duty at the expiration of approved leave without pay in the position and rate of pay to which the employee is entitled.

Section 15.05. Employees in an approved leave without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Federal Employees Group Life Insurance and Federal Employees Health Benefits Program to the extent they are entitled to such benefits.

Section 15.06. The EMPLOYERS also recognize the reduction-in-force placement and retreat rights of an employee on leave without pay in situations where the employee's status has been affected by reduction-in-force action during the period of absence on leave without pay.

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ARTICLE 16 COURT LEAVE

Section 16.01. Except as otherwise modified by applicable law, government wide regulations or other outside authority binding on the EMPLOYERS, an employee summoned or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding shall be authorized to attend the judicial proceeding without charge to leave or loss of salary in the following instances:

1. For jury duty.
2. To appear as a witness on behalf of the Federal, District of Columbia, state, or local government.
3. To appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records.

4. To appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is the United States, District of Columbia, or a state, or local government.

5. It is agreed that, where possible, days off and/or schedules will not be changed to avoid granting absence for court or court-related services.

Section 16.02 Fees for jury or witness service will be collected in accordance with DOD Financial Management Regulation (FMR) Volume 8 Chapter 5.

Section 16.03. Employees who are on court leave, official duty time, or annual leave status, shall be paid at their basic rate of pay, plus any differential or additional pay to which they would otherwise have been entitled.

Section 16.04. If an employee is called to perform the above civic duties, he/she shall promptly notify his/her supervisor or other appropriate authority so that arrangements can be made by the EMPLOYERS for the employee to serve.

Section 16.05. To be granted Court Leave, an employee must submit to the EMPLOYERS a true copy of the summons for jury service or the subpoena for witness service prior to the beginning date of service. In addition, the employee will present to the EMPLOYERS a signed jury service certification or other satisfactory evidence of the employee's attendance at court, which shows the times, and date(s) the employee served as either a juror or witness. The documentation will be provided as soon as the employee completes his/her service and upon return to duty.

Section 16.06. Appendix B synthesizes the above on absences of employees in connection with court or court-related services. The appendix indicates the varying conditions for absences and the proper time and attendance recording for each, together with any right to (and retention of) payments for services rendered and right to payment for expenses of travel.

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ARTICLE 17

MERIT PROMOTION

Section 17.01. This Article constitutes the procedures for filling UNIT position vacancies through the Merit Promotion Program. The EMPLOYERS agree to fill all positions without regard to race, color, religion, sex, disability, age, national origin, marital status, lawful political affiliation, membership/non-membership in an employee organization, or any other non-merit factor, taking into consideration affirmative action goals. The UNION recognizes that other methods of filling vacant UNIT positions are

available to the EMPLOYERS. The EMPLOYERS and the UNION encourage all UNIT employees to submit their resumes to the RESUMIX program in order to be considered for vacant positions. When positions are filled through the RESUMIX, best qualified candidates will be certified to the selecting official in alphabetical order based on the area of consideration and skills requested by the EMPLOYERS (e.g., competitive, noncompetitive, etc.).

Section 17.02. Placement opportunities are posted on the Navy web site. All UNIT employees will be provided computer access upon request and approval by the supervisor. If approval cannot be granted at that time, an alternate time will be scheduled. Supervisors shall be encouraged to disseminate promotional opportunities to their employees.

Section 17.03. Qualified applicants are not ranked, but referred in alphabetical order. It is agreed that sick leave records will not be used in the rating process. It is further understood that an applicant for a UNIT position vacancy will be evaluated on the basis of his/her resume and any supplemental information requested by the announcement. No credit will be allowed for experience gained other than that which is officially a matter of record at the time the announcement closes or in the case of open continuous announcements, the date the Human Resources Service Center-Southeast (HRSCSE) receives the approved RESUMIX Job Analysis and Crediting Plan from the HRO. Failure by the employee to furnish accurate, complete and comprehensive information prior to the time applications are initially rated or updated will not be a basis for a grievance, appeal, or a request for review. UNIT employees will be notified of receipt of resume by the HRSCSE.

Section 17.04. The EMPLOYERS agree that UNIT employees will not be required to take written or oral tests for wage grade (WG) and general series (GS) positions within the UNIT, unless such tests are specifically required by higher authority. The EMPLOYERS further agree, to the extent practicable, that any required tests for UNIT positions will be conducted during the EMPLOYERS' regular daytime working hours to the extent workload consideration and testing facilities permit. When tests are required by the EMPLOYERS or other appropriate authority for UNIT positions, UNIT employees will not be required to use annual leave for such purpose. In the event the EMPLOYERS schedule a test to be conducted outside of the normal working hours of UNIT employees concerned, the EMPLOYERS agree to notify the UNIT Chairperson of the reason(s).

Section 17.05. The EMPLOYERS agree that when an interview method is used to fill a UNIT position, the interview will be conducted during the EMPLOYERS' normal working hours. UNIT employees will not be charged annual leave to participate in interviews conducted by the EMPLOYERS for UNIT positions. The questions posed to, or demonstration of skills of applicants during such an interview will generally pertain only to the positions being filled.

Section 17.06. A UNIT employee who has a complaint regarding an ineligibility letter received from the HRSCSE and who desires to pursue the matter shall use the following procedure:

a. The employee or his/her UNION Representative, within fifteen (15) calendar days after receipt of ineligibility letter, may request a review of his/her ineligibility rating by calling during business hours or sending written notification to a HRSCSE Personnel Staffing Specialist. If written, the letter must contain sufficient information to determine what the employee is contesting and should specify the corrective action desired. A HRSCSE Personnel Staffing Specialist will issue a written decision to the employee concerning his/her ineligibility rating within five (5) workdays after completion of the review.

b. If the employee is not satisfied after review and decision by a HRSCSE Personnel Staffing Specialist, the employee may submit the matter as a grievance in accordance with the procedure outlined in Step 3, Article 33, Negotiated Grievance Procedure, as contained in this Agreement.

c. It is understood that failure to be selected for promotion when proper promotion procedures have been used; that is, non-selection from among a group of properly rated and certified candidates, is not a basis for a complaint or a grievance.

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ARTICLE 18

DETAILS, TEMPORARY PROMOTIONS AND REASSIGNMENTS

Section 18.01. A detail is a temporary assignment of an employee to a different position for a specified period, with the employee returning to his/her regular duties at the end of the detail. At the time of the detail, the EMPLOYERS will inform the employees of the proposed starting and ending dates of the detail. The employee continues to encumber the position from which detailed.

Section 18.02. Details are intended only for meeting temporary needs of the EMPLOYERS' work program when necessary services cannot be obtained by other desirable or practicable means. It is recognized that details may be made appropriately under circumstances such as the following:

a. To meet emergencies occasioned by abnormal workload, change in mission of organization, or unanticipated absences.

b. Pending official assignment, description and classification of a new position; pending security clearance and for training purposes (particularly where the training is in a part of established promotional or developmental programs).

Section 18.03. Details. The EMPLOYERS agree that all details to higher level positions in excess of fifteen (15) days will be recorded on a Request for Personnel Action (RPA)/Standard Form 52 (SF-52) and filed in the employee's Official Personnel Folder (OPF). Upon request, the UNIT

employee and UNION will be provided a copy of the RPA/SF-52. When details to higher graded positions occur, qualified employees will be rotated on an equitable basis if possible, so that all eligible employees may receive credit for the detail.

Section 18.04. Temporary Promotions. Assignment of a UNIT employee of more than thirty (30) days to a higher graded position within the UNIT shall be effected by a temporary promotion, reported on the RPA/SF-52 and included in the employee's OPF. Prior to utilizing non-UNIT employees, management will consider details and temporary promotions to UNIT positions from among UNIT employees. Detailing employees for thirty (30) days and then detailing other employees in like manner shall not circumvent temporary promotions.

Section 18.05. Details to higher level positions within the UNIT in excess of thirty (30) days will be effected if the employee is not qualified for a temporary promotion and will be reported on the RPA/SF-52 and filed in the employee's OPF.

Section 18.06. Details to positions at the same or lower grade level in excess of thirty (30) calendar days will be reported on the RPA/SF-52 by the EMPLOYERS and maintained as a permanent record in the employee's OPF. This report is not required for the detail of a career or career-conditional employee who is being assigned to perform duties of a position which is either an identical additional position or a position of the same grade, series code, and basic duties as the position to which the employee is regularly assigned.

Section 18.07. The EMPLOYERS are responsible for controlling the duration of details and temporary promotions and assuring that such actions do not compromise the open competitive principle of the merit system or the principle of job evaluation.

Section 18.08. Temporary promotions may be made non-competitively if the employee concerned has not served in either a detail to higher graded position or on other temporary promotions during the preceding twelve months, which cumulatively exceed 120 days. All temporary promotions that exceed 120 days (or a combination of a detail and temporary promotion that exceeds 120 days) must be made competitively unless the employee previously held the higher grade on a permanent basis in accordance with law, rule or regulation.

Section 18.09. When a UNION Representative is designated by the EMPLOYERS to temporarily act as a supervisor or the Representative is temporarily promoted to a supervisory position, the Representative will relinquish all of their duties and responsibilities as UNION representative during the period they are performing such supervisory duties. UNIT employees temporarily promoted or detailed to supervisory positions will be temporarily excluded from the bargaining unit during the period the employee is temporarily promoted or detailed.

Section 18.10. Reassignments. The EMPLOYERS may reassign a UNIT employee to another position of equal grade and level in cases such as, but not limited to, job abolishment, reduction-in-force, or reorganization.

a. UNIT employees may request a reassignment in writing to the supervisor and the EMPLOYERS agree to consider requests for reassignment on an individual case-by-case basis.

b. If a disabled employee is reassigned, appropriate accommodations must be provided in the new position to the extent required by law, rule or regulation.

Section 18.11. The EMPLOYERS agree that an employee will be furnished a copy of the RPA/SF-52 effecting a detail in excess of thirty (30) calendar days. The supervisor will explain to the employee the reason(s) for the detail, the anticipated duration, and the nature of the duties to be performed. The supervisor will answer any questions the employee may have concerning the detail. Should a change in working conditions occur as a result of a detail or temporary promotion of a UNIT employee, the UNION will be notified.

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ARTICLE 19

REDUCTION IN FORCE

Section 19.01. The EMPLOYERS agree to notify the UNION of pending reduction-in-force actions, at which time the UNION may make its views and recommendations known concerning the implementation of reduction-in-force actions.

Section 19.02. In the event of a reduction-in-force within the UNIT, the EMPLOYERS agree to consider placing qualified employees in existing vacancies, to the maximum extent possible, in lieu of separation.

Section 19.03. UNIT employees, if in the competitive service as Group I (Career) or Group II (Career-Conditional), have the right:

a. To a written notice at least sixty (60) days before the effective date of his/her release from the competitive level.

b. To review the retention register, which lists other employees who may be entitled to displace him/her as well as other employees he/she may be entitled to displace.

c. To bump another employee who is in a lower subgroup.

- d. To retreat to a position from or through which he/she was promoted and which is occupied by an employee in the same subgroup with a later service computation date.
- e. In the event of a reduction-in-force where management decides to fill a position, existing vacancies will be utilized to the maximum extent possible to place qualified employees in continuing positions, who otherwise would be separated from the service.
- f. To be placed on the DOD Priority Placement Program if eligible.
- g. To be placed on the Reemployment Priority List.
- h. To be entered, upon request, in the Interagency Career Transition Assistance Plan (ICTAP).
- i. To appeal the reduction-in-force action within fifteen (15) days through the negotiated grievance procedure.
- j. To be accompanied by a Union Representative to review retention registers and all authorized records pertaining to the action, including regulations pertaining to the reduction-in-force.

Section 19.04. The UNION shall be furnished a list of names and classification of employees of the UNIT affected by reduction-in-force action. All reductions-in-force will be carried out in strict compliance with applicable laws and regulations.

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ARTICLE 20

CHANGES IN JOB/POSITION DESCRIPTIONS

Section 20.01. The Wage and Classification program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and appropriate higher government-wide authority.

Section 20.02. The EMPLOYERS agree that every employee will be provided a copy of the job/position description to which they are officially assigned, upon request. The EMPLOYERS also agree that each employee shall be provided a copy of that description upon (1) employment; (2) official reassignment; (3) amendment/rewrite of the job/position description; or (4) reclassification.

Section 20.03. The EMPLOYERS agree that in cases where action is proposed to modify the job/position descriptions of any UNIT employee to the extent that either the title, grade, series or qualification requirements for the rating will be affected, the proposed change(s) will be discussed with the employee or employees concerned and their UNION representative prior to the effective date of the change.

Section 20.04. Changes effected by Section 20.03 will be accomplished within a reasonable length of time, normally thirty (30) calendar days.

Section 20.05. When an employee alleges inequities in the classification of their position, they shall be furnished information by the EMPLOYER or designee on the appeal rights and procedures set forth in applicable regulations.

Section 20.06. When any employee feels that their job/position description does not adequately and accurately reflect the duties they are performing, they are entitled to discuss the matter with their supervisor. If this discussion fails to resolve the issue to the employee's satisfaction, they may present in writing those duties which they feel are not reflected in their job/position description and which they feel constitute significant changes from their current position description. Significant changes are those affecting major duties and responsibilities for a significant portion of the time (5-10%) and which are of a recurring nature. The supervisor shall accept or reject the changes. If the changes are acceptable to the supervisor, they will be forwarded in amendment form or as a rewritten position description via management to the appropriate Staffing and Classification office for action within a reasonable length of time. If the supervisor does not accept the proposed changes as appropriate, the employee shall be informed of this decision. However, if there is disagreement between the supervisor and employee over whether duties are significant and whether it would affect the title, series or grade level of the position, the supervisor will request an audit. The audit will be conducted by a qualified activity designee, who has been delegated position classification authority and position management responsibility by the Commanding Officer/Activity Head.

Section 20.07. The employee may be accompanied by their UNION representative who may assist the employee in making recommendations and presenting supporting evidence concerning the adequacy of their job/position description and in presenting this information to and discussing it with the supervisor.

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ARTICLE 21

CONTRACTING OUT UNIT WORK

Section 21.01. When the EMPLOYERS determine that UNIT work will be contracted out/in, the EMPLOYERS will meet and negotiate with the UNION concerning the impact on UNIT employees. This shall include, but is not limited to: specific procedures calling for reassignment, promotion, demotion, transfer, detail, special retirement, or other methods directed toward the benefit of employees affected directly, or indirectly, by the contracting.

Section 21.02. The UNION recognizes the right of the EMPLOYERS to determine the means, method, and personnel by which the operations of the EMPLOYERS are to be conducted. The EMPLOYERS recognize the UNION'S desire to protect the job security of the UNIT employees. In this connection, both PARTIES recognize that employee job security enhances the effective accomplishment of the EMPLOYERS' mission. Therefore, the EMPLOYERS agree to notify the UNION in advance of an impending action(s) to contract out when there is a probability that UNIT employees will be adversely affected.

Section 21.03. When UNIT employees are adversely affected by the EMPLOYERS' decisions to contract out or reassign work performed by the UNIT employees to non-UNIT employees, the EMPLOYERS will consider making every reasonable effort to avoid or minimize the adverse effect by adjusting the workforce through realignment or transfer of such employees to available vacancies for which they are qualified or for which the EMPLOYERS can secure waiver of qualification standards. Additionally, the EMPLOYERS will give consideration to retraining, restricting in-hires, and such other actions as may be deemed appropriate by the EMPLOYERS.

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ARTICLE 22

EQUAL EMPLOYMENT OPPORTUNITY

Section 22.01. The EMPLOYERS and the UNION mutually agree that each has a positive and distinct role in carrying out the concepts of Equal Employment Opportunity irrespective of race,

color, national origin, religion, sex, disability or age. The EMPLOYERS and the UNION agree to encourage all UNIT employees to take advantage of self-improvement opportunities to enhance their potential for promotion and job security.

Section 22.02. UNIT employees who allege that he/she have been discriminated against with respect to Equal Employment Opportunity and who desire to resolve the matter must first discuss their problem with an EEO official within the commuting area, prior to filing a formal complaint. This discussion must take place within forty-five (45) calendar days of the matter alleged to be discriminatory or of the date when the employee became aware of the matter alleged to be discriminatory. The employee will be advised by an EEO official concerning Alternative Dispute Resolution (ADR). The employee will be advised by an EEO official of the employee's right to pursue the matter either through the EEO administrative complaint procedure or Step 2 of the Negotiated Grievance Procedure, but not both. At the employee's request, a UNION Representative will be present when EEO advises the employee of EEO complaint and grievance rights.

Section 22.03. UNIT employees may elect to use the Alternative Dispute Resolution process; however, the employee's rights to pursue an EEO complaint are not waived during the ADR process. At the same time, the employee's responsibilities to comply with all requirements of the EEO process (for example, time limits and points of contact) must be adhered to. If ADR is elected, it will extend the EEO counseling process from thirty (30) calendar days up to ninety (90) calendar days. If ADR is successful, the EEO process will end. In the event that ADR is terminated for any reason, the EEO informal counseling process will continue, unless the employee chooses to withdraw his/her informal complaint.

Section 22.04. The EEO Counselor has thirty (30) calendar days to attempt to resolve the matter informally and conduct a final interview with the employee. During the final interview, the EEO Counselor will advise the employee of the Counselor's findings. The employee must submit the grievance or formal EEO complaint within fifteen (15) calendar days following the employee's receipt of the Notice of Final Interview.

Section 22.05. The EMPLOYERS agree to appoint one (1) UNION member and one (1) alternate UNION member from a mutually agreed upon list to serve on the EMPLOYERS' Equal Employment Opportunity Committee, where established.

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ARTICLE 23

CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)

Section 23.01. The EMPLOYERS and the UNION recognize alcohol and drug dependency as treatable health problems. For purposes of this Article, alcoholism and drug abuse are defined as health problems in which the employee's job performance is impaired as a direct consequence of the use of the substances.

Section 23.02. The EMPLOYERS and the UNION encourage UNIT employees who suspect that they may have an alcohol or a drug abuse problem, even in the early stages, or a personal problem not involving substance abuse, to voluntarily seek counseling and information by contacting the EMPLOYERS' CEAP Representative, who will provide information regarding possible resources available in the community.

Section 23.03. Subject to Article 24 (DFWP and Safe Harbor), the EMPLOYERS agree that no employee will have his/her job security or promotion opportunities jeopardized by making such a request for counseling assistance or referral, except as limited by laws relating to sensitive positions. The EMPLOYERS further agree that UNIT employees with problems of alcohol abuse, drug abuse, or other personal problems will receive the same consideration and offer of assistance that is extended to other employees having any other illness or health problem.

Section 23.04. UNIT employees will be granted approved leave for the purpose of treatment or rehabilitation as with any other illness. However, continued use of sick leave for such purposes will be dependent upon certification by appropriate medical authority that the employee is making satisfactory progress in the treatment and rehabilitation efforts.

Section 23.05. The EMPLOYERS agree to include the UNIT Chairman and UNION Representative(s) in local training sessions that are arranged by the EMPLOYERS for the purpose of imparting information with respect to drug and alcohol abuse. Attendance at the training sessions during normal hours will be on official time.

Section 23.06. The EMPLOYERS agree to discuss with the UNION and give bona fide consideration to the UNION'S comments and views with respect to the Civilian Employee Assistance Program.

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ARTICLE 24

DRUG-FREE WORKPLACE PROGRAM

Section 24.01. The EMPLOYERS and the UNION agree that the Activities' Drug-Free Workplace Program will be administered in accordance with applicable law, regulations, and instructions. The EMPLOYERS and the UNION further agree that illegal drug use by

any UNIT employee is incompatible with the maintenance of high standards of conduct and performance. Moreover, illegal drug use could adversely affect personnel safety, risk damage to government and personal property, and significantly impair day-to-day operations. The EMPLOYERS' program is aimed at identifying illegal drug users in order to maintain a safe, secure workplace and efficient operations.

Section 24.02. The UNION will be provided a list of the series of Testing Designated Positions (TDP). UNIT employees in TDP will be subject to random drug testing. Supervisors who have been notified that an employee has been selected for a random drug test will inform the employee of the time and location of the test not earlier than thirty (30) minutes before the scheduled time. Employees referred based on reasonable suspicion or as a result of an accident or unsafe practice will also be tested. When referring employees who are not in a TDP for a drug test under the "reasonable suspicion" provisions, the EMPLOYERS agree to make referral only when there is reasonable suspicion of illegal drug use or drug impaired work. The EMPLOYERS agree that, at the employee's request, a UNION Representative will accompany the employee to the collection site and observe. Drug test results will be handled in a confidential manner. Any positive test results will be disclosed only to the Medical Review Officer (MRO). Positive results verified by the MRO may only be disclosed to the employee, the appropriate CEAP Administrator, and appropriate supervisory/management officials necessary to take and process an administrative and/or adverse action against the employee, in an administrative proceeding (such as appeals and grievances) or in a court proceeding.

Section 24.03. Safe Harbor. UNIT employees who voluntarily identify themselves to supervisory/management officials as users of illegal drugs, prior to being so identified by other means, and who seek counseling and/or rehabilitation assistance, and thereafter refrain from using illegal drugs, will not be subject to disciplinary action for their prior drug use. Once an employee has been officially informed of an impending drug test, the employee is no longer eligible for safe harbor.

Section 24.04. Any UNIT employee may volunteer for random testing and will be included in the EMPLOYERS' random testing pool.

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ARTICLE 25

BENEFICIAL SUGGESTION

Section 25.01. The EMPLOYERS encourage all employees of the UNIT to participate in the Incentive Award and Cost Reduction Program. It is the desire of the EMPLOYERS that all awards and cost reduction ideas be processed in a timely and expeditious manner. It is further agreed that an employee who encounters unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted Beneficial Suggestion or Cost Reduction idea should refer the matter to his/her supervisor who in turn will make an effort to resolve the problem. The services of the appropriate personnel specialist, and the EMPLOYERS' Incentive Awards Administrators will be available to the supervisor to assist him/her in this matter. In the event prevailing circumstances preclude the complete processing of a Beneficial Suggestion or Cost Reduction idea in a ninety (90) day period, the EMPLOYERS agree to notify the employee through the Incentive Award Administrator, in writing, the reason for delay.

Section 25.02. Employees are encouraged to discuss prospective suggestions with their supervisor, after they have been written, who will aid them in ensuring that the suggestion is sufficiently described for evaluation before they have been submitted to the Incentive Award Administrator.

Section 25.03. Rejection will be made in writing and the suggestor(s) will be afforded an opportunity, if he/she desires, to see the complete file on his/her suggestion and/or cost reduction idea. The services of the EMPLOYERS' Incentive Awards Administrators will be made available to the suggestor(s) to advise him/her on appropriate procedures, if any further action is desired.

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ARTICLE 26

SAFETY AND HEALTH

Section 26.01. The EMPLOYERS agree that the Safety Office will notify the UNION within a reasonable time, normally within 24 hours, of any 'lost time' accident(s) which

involve UNIT employees. Notification will include the name of the employee(s), location, and circumstances of the accident.

Section 26.02. The EMPLOYERS and the UNION agree on the importance of establishing a channel of communication between Navy civilian and military employees and those supervisory personnel responsible for safety and health matters, for the purpose of ensuring prompt response to, and analysis of, reports of alleged unsafe or unhealthful working conditions. The EMPLOYERS and the UNION further agree that identifying and reporting potentially unsafe or unhealthful working conditions is the responsibility of all UNIT employees. Detecting unsafe or unhealthful working conditions at the earliest possible time and making prompt corrections of these hazards are essential elements of illness and injury prevention. UNIT employees shall use the following procedures for submission of reports of unsafe or unhealthful conditions in the workplace:

- a. UNIT employees shall immediately report unsafe or unhealthful working conditions orally to their supervisor who shall promptly investigate the situation and take appropriate corrective actions, informing the reporting employee of all action taken on oral reports; or
- b. UNIT employees shall submit a report of unsafe or unhealthful working conditions, using the appropriate form, to the supervisor or the activity Safety Office. The EMPLOYERS agree to post blank copies of the form and procedures for its use in areas convenient to all workplaces (e.g., official bulletin boards, time clocks, etc.). The form shall include a provision for an employee to indicate his/her desire to remain anonymous, should he/she wish.
- c. The UNION has the right to request an employee survey regarding safety issues.

Section 26.03. No employee shall be required to perform repair work on or about moving or operating machines without proper precautions, protective equipment and safety devices. No employee shall be required to work in areas where conditions are detrimental to health as determined by the Safety Office, without proper protective equipment and safety devices.

Section 26.04. The EMPLOYERS will make every effort to obtain prompt ambulance service and first aid for injured or seriously ill employees.

Section 26.05. The EMPLOYERS agree to provide all special tools, clothing and equipment that the EMPLOYERS require UNIT employees to use in performing their assigned duties.

Section 26.06. No UNIT employee who is engaged in work which the Safety Office has determined to be hazardous and warrants other than normal precautions to be taken shall be permitted to work alone or beyond the call or observation of another employee if, as determined by the EMPLOYER, hazardous conditions require that more than one person be assigned to perform the work.

Section 26.07. Any UNIT employee who is assigned to a job that he/she has reasonable basis to believe will be dangerous to life, limb or health will immediately report the circumstances to his/her supervisor, if readily available, or any other supervisor in the vicinity who, upon such notice, shall immediately check out the situation before requiring the employee to carry out the work assignment. If the matter is not resolved between the employee and the supervisor, the entire matter will be immediately referred to the Safety Office for review and recommendation with respect to the employee's allegations concerning the questions of safety.

Section 26.08. The EMPLOYERS agree that all Government trucks and passenger-carrying vehicles that transport UNIT to and from their place of work shall be maintained in safe operating condition. Such vehicles shall be equipped with passenger-type seats and necessary safety equipment. With the exception of tools, no material or equipment will be transported in the same vehicle compartment with the employees unless the vehicle was or is so designed for such purpose.

Section 26.09. Any UNIT employee failing to observe safety rules or failing to use protective devices and safety equipment required and provided by the EMPLOYERS may be subject to appropriate disciplinary action.

Section 26.10. The PARTIES agree that the UNION is entitled to one (1) member and one (1) alternate member to serve on the Safety Committees. The UNION member will have the full rights and privileges of other members.

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ARTICLE 27

TRAINING

Section 27.01. When technological changes cause abolishment of some jobs and establishment of others, the EMPLOYERS will consider to the maximum extent possible utilizing retraining for the possible retention of potentially displaced employees.

Section 27.02. Objectives of employee training are to improve individual and organizational performance and to assist in achieving the Activities' mission and performance goals. Unexcused employees who fail to attend required training (Prevention of Sexual Harassment, Ethics, Safety, etc.) as directed, are subject to disciplinary action.

Section 27.03. The EMPLOYERS and the UNION agree to meet at the request of either party to exchange information concerning the overall training program of all employees in the UNIT.

Section 27.04. Prior to the EMPLOYERS' implementing a formal training program(s) for UNIT employees, the UNION will be notified and the EMPLOYERS will discharge their obligations as contained in Article 3 of this Agreement.

Section 27.05 The EMPLOYERS and the UNION agree that the training and development of employees is of critical importance in carrying out the mission of the EMPLOYERS. In recognition of this, the EMPLOYERS will determine and provide required training and career development opportunities to employees of the bargaining UNIT. The EMPLOYERS are responsible for ensuring that employees receive appropriate training when an employee receives newly assigned duties, e.g., new technology, waiver of qualifications, etc. When opportunities for training are limited, approval for training will be based on 5 CFR 410.

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ARTICLE 28

UNION FACILITIES AND SERVICES

Section 28.01. The EMPLOYERS agree to place the telephone number of the UNION'S President and Unit Chairpersons in the EMPLOYERS' telephone directories.

Section 28.02. The EMPLOYERS agree to provide the UNION bulletin boards that are identified as AFGE Local 1960. These bulletin boards shall be located adjacent to the official bulletin boards and shall be the same in number. The UNION shall maintain the bulletin boards in an orderly condition and all material posted must be in compliance with applicable regulations, law and statute.

Section 28.03. The EMPLOYERS agree to provide the UNION office space when available, furnishings, and telephone service.

a. In the event the EMPLOYERS, for reasonable and sufficient cause, desire to vacate the UNION from the existing office space, the EMPLOYERS agree to provide the UNION at least fifteen (15) days advance notification of the date the EMPLOYERS desire the UNION to vacate. The UNION agrees to vacate the premises on the date specified by the EMPLOYERS. UNION employees who assist the UNION in vacating the premises shall do so in non-duty, leave or leave without pay status. The EMPLOYERS agree to move office equipment and furnishings that are the EMPLOYERS' property. The UNION absolves the EMPLOYERS of any liability with respect to moving the UNION'S equipment or other personal property in the office.

b. Immediately upon the UNION vacating its office space, the EMPLOYERS will provide the UNION equivalent space in a comparable location and contained within a building occupied by the EMPLOYERS.

c. The space and utilities associated with the UNION'S office shall be provided at no cost to the UNION.

d. The UNION agrees and it is understood that the use of the telephone provided by the EMPLOYERS within the UNION office shall not be for personal business or for placing long distance calls of any type. This includes third number calls and calls either placed or received collect, since these calls are prohibited by law and regulations.

e. The PARTIES agree that the purpose of said office space is for the primary storage of files, records, regulations, and such space is to be utilized only for the purpose of carrying out authorized labor relations business under the terms and conditions of this agreement.

f. The UNION recognizes and agrees to maintain the office space and to abide by all security and safety regulations that are applicable to offices of the EMPLOYERS similar in size and accommodations. The UNION recognizes that the office space is subject to

periodic safety, fire and zone inspections conducted by the EMPLOYERS. The UNION absolves the EMPLOYERS from any liability with respect to loss to UNION or personal property that is contained in the office space.

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ARTICLE 29

PUBLICIZING THE AGREEMENT

Section 29.01. Prior to final draft of this Agreement, the PARTIES will mutually agree on the font and format to be used in printing this Agreement, including cover design.

Section 29.02. As soon as practicable following ratification of this Agreement by the UNION and its approval by the Department of Defense, the EMPLOYERS agree to reproduce and distribute an initial hard copy of the Agreement to all UNIT employees currently assigned at no cost to the UNION. Thereafter, electronic access will be provided.

Section 29.03. The EMPLOYERS agree to reproduce and distribute any amendments or supplements to this Agreement in the same manner as prescribed in Section 2 of this Article.

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ARTICLE 30

GRIEVABLE ADVERSE ACTIONS

Section 30.01. For purposes of this Agreement, a Grievable adverse action taken against a UNIT employee by the EMPLOYERS is defined as a suspension of 14 calendar days or less or a Letter of Reprimand/Caution.

Section 30.02. Prior to the EMPLOYERS' issuing a Letter of Reprimand or a notice of proposed suspension to a UNIT employee, the EMPLOYER shall conduct a preliminary investigation to ascertain whether there is substantial evidence to justify the contemplated action. The investigation will be conducted in a fair and objective manner and will include a discussion with the UNIT employee involved, if the employee is reasonably available.

Section 30.03. The UNION shall be given the opportunity to be represented at any examination of a UNIT employee by a representative of the EMPLOYERS in connection with an investigation if:

- a. The employee reasonably believes that the examination may result in an adverse action against the employee, and

b. The employee requests representation.

The EMPLOYERS agree that the above UNION right shall be permanently posted on the EMPLOYERS' official bulletin board for as long as the UNION has exclusive recognition with the EMPLOYERS.

Section 30.04. A UNIT employee against whom a suspension of 14 days or less is proposed is entitled to:

a. An advance written notice from the EMPLOYERS stating the specific reason(s) for the proposed action;

b. At least ten (10) calendar days following receipt of the proposed action to answer both orally and in writing, and to furnish affidavits and other documentary evidence in support of his/her answer.

c. Representation by an attorney, UNION Representative, or other representative of the employee's choice.

d. A written decision by the EMPLOYERS with the specific reason(s) therefor, at the earliest practicable date.

Section 30.05. The EMPLOYERS agree that when a UNIT employee has been issued a notice of proposed suspension, two copies will be provided to the employee, one for the employee and one for the employee's representative.

Section 30.06. If the EMPLOYERS render a final decision that is unfavorable to an employee with respect to a proposed suspension, or issues an employee a Letter of Reprimand/Caution, the final decision or the Letter of Reprimand/Caution will advise the employee of the employee's right to grieve the decision under the negotiated grievance procedure.

Section 30.07. A UNIT employee who is in a duty status shall be authorized a reasonable amount of official time to review the material relied upon by the EMPLOYERS in proposing a disciplinary action and for the purpose of preparing and submitting an oral and written response, if applicable. The EMPLOYERS will also authorize a reasonable amount of official time to a UNIT employee who is in a duty status and is acting as an employee's representative with respect to replying to a notice of proposed action.

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ARTICLE 31

APPEALABLE ADVERSE ACTIONS

Section 31.01. For purposes of this Agreement, an appealable adverse action is defined as a Removal, Suspension of more than fourteen (14) calendar days, Reduction-in-Grade or Pay, or

Furlough for thirty (30) calendar days or less which is taken for cause against a UNIT employee by the EMPLOYERS.

Section 31.02. Prior to the EMPLOYERS issuing a proposed appealable adverse action to a UNIT employee, the EMPLOYERS will conduct a preliminary investigation to ascertain whether there is a preponderance of evidence to justify the contemplated action. The investigation will be conducted by the EMPLOYERS in a fair and objective manner and will include a discussion with the UNIT employee involved if the employee is reasonably available. The UNION shall be given the opportunity to be represented at any examination of a UNIT employee by a representative of the EMPLOYERS in connection with an investigation if:

- c. The employee reasonably believes that the examination may result in an adverse action against the employee, and
- d. The employee requests representation.

The EMPLOYERS agree that the above UNION right shall be permanently posted on the EMPLOYERS' official bulletin board for as long as the UNION has exclusive recognition with the EMPLOYERS.

Section 31.03. A UNIT employee against whom an appealable adverse action is proposed is entitled to:

- a. At least thirty (30) calendar days of advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. The notice will state the specific reasons for the proposed action;
- b. A reasonable time, but not less than seven (7) calendar days, to answer both orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. Representation by an attorney, UNION Representative, or other Representative of the employee's choice.
- d. A written decision with the specific reason(s) therefor at the earliest practicable date.

Section 31.04. The EMPLOYERS agree that when a UNIT employee has been issued a notice of proposed appealable adverse action, two copies will be provided to the employee, one for the employee and one for the employee's representative.

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ARTICLE 32

ALTERNATIVE DISPUTE RESOLUTION

Section 32.01. Alternative Dispute Resolution (ADR) is a proactive method used to settle issues at the earliest possible stage. The UNION and the EMPLOYERS encourage the use of ADR to resolve conflicts. ADR is strictly voluntary on the part of any UNIT employee. It in no way waives the employee's right to file grievances, appeals, or attempt resolution of the conflict through other recourses. The employee may elect a UNION representative in the ADR process. If UNION representation is not desired, the UNION representative may act as the representative of the UNION.

Section 32.02. Mediation provides for a neutral third party to assist in resolving disputes. The mediator does not render a decision and settlement reached through mediation must be achieved by the PARTIES. The mediator facilitates the settlement process through encouragement of communication and offering options for settlement of the dispute.

Section 32.03. If a UNIT employee elects ADR in accordance with the negotiated grievance procedure, a mediator agreeable to the UNION and the EMPLOYERS will be appointed to assist in resolving the dispute. If the PARTIES are unable to reach a settlement of the dispute, the employee or his/her UNION Representative may resume the grievance procedure at the point ADR was requested. A statement of inability to resolve the issue(s) will be indicated on the grievance form.

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ARTICLE 33

NEGOTIATED GRIEVANCE PROCEDURE

Section 33.01. The EMPLOYERS and the UNION recognize the importance of settling grievances promptly and fairly in an orderly manner that will maintain the self-respect of the grievant and be consistent with the principles of good management. To accomplish this objective, reasonable effort will be made by the UNION and the EMPLOYERS to settle grievances expeditiously and at the lowest possible organization level.

Section 33.02. For purposes of this Article, a grievance is defined as any complaint:

- a. By a UNIT employee concerning any matter relating to the employment of the employee;
- b. By the UNION concerning any matter relating to the employment of a UNIT employee; or
- c. By any employee, the UNION, or the EMPLOYERS concerning:
 - (1) The effect of interpretation, or a claim of breach of this Agreement; or

(2) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

This procedure shall not apply to any grievance concerning:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 relating to prohibited political activities;
- b. Any matter relating to retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532 of Title 5 taken for reasons of National Security;
- d. Any examination (except examinations in the context of Articles 30 and 31), certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. The separation of a UNIT employee serving on a Temporary Limited Appointment or to the separation of a probationer.
- g. Reduction-in-Force actions.

Section 33.03. Nothing in this Article shall prevent a UNIT employee from exercising the option of appealing an adverse action taken under 5 U.S.C. 7512 (Removal, Suspension for more than 14 days, Reduction in Grade or Pay, or Furlough for 30 days or less), an action based on unacceptable performance as set forth in 5 U.S.C. 4303 to the Merit Systems Protection Board; or processing an EEO Discrimination Complaint through the applicable Statutory procedure if the UNIT employee has not filed a written grievance concerning the matter in accordance with this Article and the ACT.

Section 33.04. Any question as to whether an issue is grievable or arbitrable must be raised by either the UNION or the EMPLOYERS at the same time that the applicable PARTY renders a final written decision to the other PARTY regarding the merits of the grievance or dispute. If either the UNION or EMPLOYERS desire to pursue the matter further, the issue shall be settled in accordance with the procedure outlined in Article 34, Arbitration.

Section 33.05. The EMPLOYERS and the UNION agree that problems may arise concerning a UNIT employee's conditions of employment and that the UNIT employee may have a UNION Representative to assist him/her to resolve such problems. However,

it is agreed that the employee should first attempt to resolve the matter privately with his/her supervisor before resorting to the grievance procedure contained herein.

Section 33.06. UNIT employees who desire to use the grievance procedure contained herein must be represented by the UNION unless they do not desire such representation, in which case the following conditions apply:

- a. The employee must represent himself/herself.
- b. The adjustment of the grievance may not be inconsistent with the terms of this Agreement.
- c. The UNION is given the opportunity on official time to be present during the adjustment of the grievance, including all discussions held between the employee and the EMPLOYERS in connection with the attempted resolution of the grievance.
- d. The employee's representative will be provided a copy of the EMPLOYER'S written decision concerning the grievance.
- e. The grievance shall have been satisfactorily settled for purposes of the ACT, and the Step 3 decision is final.

Section 33.07. If the grievant does not desire UNION representation, the employee must so state in writing prior to the Step 1 discussion. The supervisor will provide a copy of the employee's decision to the UNION prior to holding the Step 1 discussion. When a grievant declares that UNION representation is not desired, the UNION representative shall act as a representative of the UNION.

Section 33.08. The time limits provided for in this Article shall be met unless there is persuasive reason(s) for not doing so. In the event that such a delay should occur, it is the responsibility of the PARTIES to reach a mutually agreeable written decision regarding an extension of the specified time limit. Such decision shall be reached prior to the expiration of the time limit. Failure on the part of the EMPLOYERS or UNION to abide by the provisions of this Section or the time limits contained in this Article shall, in the case of the grievant or the UNION, automatically result in termination of the grievance by the EMPLOYERS. Such a failure on the part of the EMPLOYERS shall entitle the grievant or the UNION to advance the grievance to the next appropriate Step.

Section 33.09. The following is the exclusive procedure to be utilized by UNIT employees processing a grievance under the provisions of this Article:

Step 1. The grievance shall first be discussed between the grievant, his/her cognizant UNION Representative and the grievant's supervisor in order to seek informal resolution of the matter. The grievance, to receive consideration, must be presented within twenty (20) calendar days after the event that gave rise to the grievance or within twenty (20) calendar days after the date the employee could have reasonably expected to be aware of the incident that gave rise to the grievance. During the discussion, the grievant or Representative shall state specifically the issue(s) surrounding the grievance, fully discuss the matter, and specify the corrective action desired. The supervisor shall render an oral decision to the grievant and the Representative not later than three (3) working days after completion of the discussion. The supervisor will orally summarize the grievance, the consideration given it, the conclusion reached, and the corrective action to be taken, if any.

Step 2. If the grievance was not resolved to the satisfaction of the grievant and the grievant or the UNION desires to further pursue the matter, the grievant or his/her assigned Division Representative shall submit the grievance to the appropriate EMPLOYER, in writing, on the form prescribed in Appendix C. In order to receive consideration at this Step, the grievance must be submitted within seven (7) working days following the grievant's receipt of the Step 1 decision. The submission must state the specific article and section of this Agreement or law, rule, or regulatory citations which are alleged to have been violated by the EMPLOYER; a complete description of the facts which precipitated the grievance, an explanation why the decision rendered at Step 1 is not acceptable, and the personal corrective action which the grievant desires. Improper or incomplete agreement, law, rule, or regulatory citations shall not be the sole basis for the EMPLOYER rejecting a grievance; however, it is understood that the UNION or the grievant is responsible to furnish the EMPLOYER sufficient information in order that the EMPLOYER may conduct a reasonable and proper investigation to determine the merits of the allegations raised. The Department Head and other management officials as minimally determined necessary by the EMPLOYERS will meet with the grievant, representative and supervisor to attempt resolution of the grievance. The UNION and the EMPLOYERS may desire to have individuals present at Step 2 who can assist in clarification of the facts surrounding the grievance. The UNION and the EMPLOYERS agree to use the minimum number of such individuals as is reasonably necessary. Upon

presentation of their information, such individuals shall be excused from the meeting. UNIT employees will be provided a reasonable amount of official duty time to attend a meeting for this purpose. Individuals who are not employees of the EMPLOYERS shall be present at no cost to the EMPLOYERS. The discussion will take place within seven (7) working days after the Department Head's receipt of the written grievance. A written decision will be provided to the grievant and his/her UNION Representative with respect to the grievance within seven (7) workdays following the Step 2 discussion.

Step 3. If the decision rendered at Step 2. is not acceptable, the grievance may be submitted by the grievant or the UNIT Chairperson to the Commanding Officer/Activity Head. For purposes of this Agreement, the cognizant Employee Relations Specialist, the Executive Officer, and/or the Commanding Officer/Activity Head's secretary may receive the grievance. The grievance must be submitted in writing on the grievance form within five (5) workdays following receipt of the Step 2 decision and must state specifically the reason(s) the decision rendered at Step 2 is not acceptable. The Commanding Officer/Activity Head or his/her designated representative shall take whatever action he/she deems necessary to resolve the grievance. In the event a meeting with the UNION President or his/her designated representative is held, the meeting shall be held within ten (10) workdays after the Commanding Officer/Activity Head's receipt of the grievance. The Commanding Officer/Activity Head or his/her designated representative shall render a written decision concerning the grievance within ten (10) workdays after the meeting if one is held or render a written decision concerning the grievance within fifteen (15) workdays after his/her receipt of the grievance, whichever is applicable. If the Commanding Officer/Activity Head's final decision is not acceptable to the UNION, the UNION may pursue the matter to arbitration in accordance with provisions outlined in Article 34 of this Agreement.

Section 33.10. It is agreed that when a grievance is settled at any step or withdrawn in its entirety, no further action shall be taken by the EMPLOYERS or the UNION concerning the grievance.

Section 33.11. Grievants, when preparing and presenting a grievance to the EMPLOYERS shall be provided a reasonable amount of official duty time for such purposes.

Section 33.12. If two or more UNIT employees share an identical grievance, excluding a disciplinary action or an adverse action, the UNION, or the grievants in the case where representation is not desired, will select one individual case for processing under the procedures specified in this Article with the understanding that the decision rendered in that case shall be binding on the other individual case(s).

Section 33.13. A grievance file will be maintained for each grievance filed at Step 2 or above and will be made available to the UNION. It will contain the written grievance, the summary held at each Step, findings and recommendations at each Step, pertinent documents considered in attempting to resolve the grievance, and the written decision rendered.

Section 33.14. A grievance concerning a general dispute over the interpretation and application of this Agreement, law, rule or regulation as provided in Section 33.02 of this Article and which cannot be resolved under Steps 1 and 2, may be initiated by the UNION or the EMPLOYERS. The grievance, in order to receive consideration by the respective PARTY, must be submitted in writing by certified mail, return receipt requested, or by personal delivery to the President of the UNION or the Commanding Officer/Activity Head via the Employee Relations Specialist, as appropriate, within twenty (20) workdays after the act or occurrence which gave rise to the dispute. The submission must clearly specify the Article(s) and Section(s) of the Agreement, law, rule or regulatory citations which are in contention; specific factual information which will tend to support the allegation raised; the PARTY'S position concerning the dispute; and the corrective action which is desired. Improper or incomplete citations of the Agreement, law, rule or regulation shall not be the sole basis for the rejection of a grievance by a PARTY; however, it is understood that the moving PARTY is responsible for furnishing sufficient information so that a reasonable and proper investigation can be made to determine the merits of the allegations raised. Any extension of the time limit will be as mutually agreed upon to provide for unusual circumstances outside the control of the UNION or the EMPLOYERS. After receipt of the written grievance by the EMPLOYERS/UNION, the appropriate receiving PARTY will take whatever action is deemed necessary to attempt resolution of the matter. A decision will be rendered no later than fifteen (15) workdays following receipt of the dispute unless it is mutually determined by the UNION and the

EMPLOYERS that the matter should be referred to a lower level within management or the UNION for resolution and processing. A written decision rendered by either the UNION or EMPLOYERS shall be sent to the complainant by certified mail, return receipt requested or by personal delivery and shall specify that it is the final position concerning the matter. If not satisfied with the decision rendered, the grieving PARTY may elect to submit the matter to arbitration within thirty (30) calendar days from the receipt of the decision.

Section 33.15. The three steps identified in Section 33.09 will be strictly adhered to except when the supervisor is directly involved with the grievance. In this instance, the grievance will be initiated at the second step.

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ARTICLE 34

ARBITRATION

Section 34.01. If the EMPLOYERS and the UNION fail to settle any grievance properly processed under the Negotiated Grievance Procedure and either PARTY desires to further pursue the matter, the grievance, upon written request by either the UNION or the EMPLOYERS, may be submitted to arbitration. A request for arbitration must be submitted by either the EMPLOYERS or the UNION within thirty (30) calendar days after the date of the final grievance decision.

Section 34.02. The UNION and the EMPLOYERS shall meet within ten (10) working days from the date of receipt by the non-moving PARTY of a request for arbitration and shall jointly request the Federal Mediation and Conciliation Service to provide a list of seven persons qualified to act as an arbitrator. Within five (5) workdays after an arbitration list is received, not more than two Representatives each of the UNION and the EMPLOYERS will jointly meet to consider means for expediting the arbitration proceeding by:

a. Jointly reducing the issue to writing. If the PARTIES cannot agree on an issue to be submitted, each PARTY will then identify the issue as they see it in writing and provide a copy to the other PARTY.

b. Stipulating facts and authenticating proposed exhibits; and

c. Exchanging a list of proposed witnesses.

d. The EMPLOYERS and the UNION shall each strike one arbitrator's name from the list and will then repeat this procedure until one name remains, who shall be the duly selected arbitrator. A flip of the coin shall determine who strikes the first name off the list.

Section 34.03. The fee and expense of the arbitrator shall be borne equally by the UNION and the EMPLOYERS, providing that such fee and expenses do not exceed the maximum authorized by applicable regulations. It is further agreed that the UNION and the EMPLOYERS shall share equally the expenses of any mutually agreed upon services in connection with the arbitration proceeding. If the PARTIES mutually agree to transcribe the proceeding, then transcription fees will be borne individually by each PARTY, regardless of whether the transcript is furnished by the transcriber or the other PARTY. The arbitration proceeding shall be held at a suitable site as determined by the EMPLOYERS and at no cost to the UNION. The arbitration proceeding will be conducted during the normal day shift hours of the EMPLOYERS. UNIT employees who are required to participate in the proceeding by the UNION, the EMPLOYERS, or the arbitrator shall be excused from duty without loss of pay or charge to leave. The UNION is entitled to have present as many representatives as are present for the EMPLOYER. UNIT employee witnesses will be excused from duty only to the extent that they are required to furnish testimony, after which time they will return to work if time remains in their scheduled duty day.

Section 34.04. In arbitrating a grievance, the arbitrator may not add to, subtract from, or modify the terms of this Agreement, regulation, rule or law.

Section 34.05. If a dispute exists between the UNION and the EMPLOYERS with respect to whether a grievance is subject to either the grievance procedure or arbitration, the dispute shall become a threshold issue in the related grievance. If the arbitrator determines there is a reasonable basis that the issue is grievable or arbitrable after hearing oral arguments, he/she will hear the merits of the grievance and decide the issues together. If the arbitrator determines there is reasonable doubt as to whether the issue(s) is grievable or arbitrable, he/she will first decide the grievable-arbitrable issue prior to hearing the merits of the grievance.

Section 34.06. The arbitrator will be requested to render a decision as quickly as possible, but not later than thirty (30) days after the conclusion of the hearing or submission of post-hearing briefs unless the PARTIES mutually agree to extend the time limit.

Section 34.07. An award rendered by an arbitrator in accordance with Section 34.06 will be accepted by the UNION and the EMPLOYERS to the extent the scope of the award is confined to the issue(s) submitted, unless:

a. Implementation of the award would involve violations of law or governing regulations, or,

b. On other grounds similar to those applied by Federal courts in private sector labor-management relations (e.g., the arbitrator exceeded his or her authority).

c. If either the UNION or the EMPLOYERS proposes to take exception to an arbitrator's award for one of the reasons set forth above, such exception shall be filed in accordance with regulations prescribed by the Federal Labor Relations Authority.

Section 34.08. In the event either PARTY refuses to participate in selection of an arbitrator without proper or sufficient cause, the moving PARTY may contact the Federal Mediation and Conciliation Service (FMCS) for assistance and proceed with the selection process.

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ARTICLE 35

UNFAIR LABOR PRACTICES

Section 35.01. The PARTIES agree that at least ten (10) working days prior to filing an unfair labor practice with the Federal Labor Relations Authority, the charging party will provide a detailed advance notice to the responding party, for the purpose of attempting an informal settlement of the dispute, unless a time limit for filing must be met.

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ARTICLE 36

GENERAL PROVISIONS

Section 36.01. It is agreed that employees in the UNIT will be encouraged to participate in worthwhile charity drives; however, in no instance shall the EMPLOYERS or UNION exercise pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The PARTIES hereto also agree that no rights or privileges that would otherwise be extended to any employee in the UNIT will be withheld from, nor will any reward be given or reprisal be made against any employee who contributes or refrains from contributing to any charity drive.

Section 36.02. If the EMPLOYERS require UNIT employees to wear uniforms the EMPLOYERS will authorize uniform allowance in accordance with applicable regulations.

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ARTICLE 37

TEMPORARY DUTY TRAVEL

Section 37.01. Employees shall not travel or be required to travel except under the conditions and procedures prescribed by pertinent Department of Defense Civilian Personnel Joint Travel Regulations, Volume 2. Further, employees required to travel in the course of performing assigned duties shall be paid and shall receive per diem and travel allowances as provided by applicable regulations.

Section 37.02. It is understood that employees may be required to perform temporary additional duty travel in order to accomplish the mission assigned by the EMPLOYERS. It is further understood and agreed that the travel of employees shall be directed only for those purposes and by those means as are clearly in the best interest of the Government. When temporary additional duty travel is necessary, the safety and comfort of the employee will be considered to the maximum degree consistent with the mission assigned.

Section 37.03. A standard travel order will be issued to employees when required to travel beyond the local area. The local area, for purposes of this Agreement, is considered to comprise an area within a sixty- (60) mile radius of the employee's work site. Every effort possible will be made to provide employees in advance with complete and accurate information with respect to:

- a. Purpose of travel assignment

b. Anticipated duration of assignment

c. Mode of transportation to the job site

d. Arrangements made for quarters and transportation at the job site. Except when circumstances beyond the control of the EMPLOYERS exist, employees shall receive their travel orders, normally 48 hours in advance, prior to the last work day before departure to insure the necessary arrangements for obtaining transportation request and advancement of per diem allowances during working hours and prior to departing on temporary additional duty.

Section 37.04. Transportation may be authorized by Government vehicle, ship, aircraft, privately owned conveyance and/or common carrier. The desires of the traveler as to mode of transportation will be given consideration. Travelers will not be required to travel via any particular mode of transportation when travel orders contain a special statement excluding that mode of transportation. Exception to requirements for air travel will be made for employees who are medically barred from such travel for physical or psychological causes. Prior to final determination of the mode of transportation for employees required to travel, the convenience of employees at the job site shall be fully considered. In this connection, and to the degree permissible, the following alternatives, when requested, will be considered, subject to prudent concern over the amount of travel time involved:

a. When travel via privately owned vehicle is not advantageous to the Government, the traveler shall be reimbursed in accordance with Joint Travel Regulations, Volume 2.

b. Authorization to drive privately owned vehicles, limiting the cost to the available alternative mode of travel prescribed.

c. Authorization to drive privately owned vehicles, limiting the cost to the Government to mileage for the vehicle and per diem for the driver and authorized passengers. The decision concerning the actual number of employees per vehicle will be determined on such things as distance to the job site, length of assignment, and amount of baggage and tools to be transported.

Section 37.05. The EMPLOYERS agree to authorize the use of privately owned vehicles for travel in the local area when such authorization is in the best interest of the Government. The intent of this Section is to provide for reasonable transportation

arrangements to and from the temporary work site, and will not be applied in a manner that results in unreasonable inconveniences to the employees involved. It is further agreed that the EMPLOYERS shall reimburse employees for authorized travel in the local area of the temporary site (60 miles), for the actual distances traveled. When passengers are authorized, reimbursement will also be made for distances traveled in the pick-up and return of passengers.

Section 37.06. Where the nature and location of the work at a temporary duty station is such that suitable meals cannot be obtained at the temporary duty station, reimbursement will be authorized for necessary round-trip transportation from place of temporary duty to the nearest place where suitable meals can be obtained, provided a statement of the necessity for such travel accompanies the travel claim. For purposes of clarification, a suitable meal is defined as any meal served at a Government installation or under Government auspices, or at an Activity providing cafeteria services, where such facilities are reasonably accessible and available to the employee.

Section 37.07. It is understood that an employee in a travel status is entitled to reasonable hours of rest and every reasonable effort will be made to avoid requiring employees to perform travel during unreasonable hours at night if sleeping accommodations are not available. It is understood that availability of transportation needed to accomplish the mission, and other related factors will dictate the scheduling of travel. However, first consideration will be given to scheduling travel during working hours. In this connection, when travel is required outside working hours, consideration of employee's personal comfort in respect to allowing reasonable hours of rest and adequate time or arrangements for accommodations shall be a determining factor. An employee will not be expected to use a carrier the schedule of which requires boarding or leaving the carrier between 2400 hours and 0600 hours if there are more reasonable, earlier or later, departure or arrival scheduled times that will meet mission requirements. In this regard the EMPLOYERS agree when an employee is required to travel at times when he/she will return from TAD after 2400 and when sleeping accommodations were not provided by the carrier, he/she may be excused from reporting to his/her assigned work up to four hours in the same work day without charge to leave or loss of pay. When employees are scheduled and required to travel on days outside of their basic workweek and during their normally scheduled work

hours, they will be entitled to overtime pay except when prohibited by law or directive of higher authority. However, employees who depart for temporary duty earlier than scheduled for their convenience, will not be entitled to any adjustment in their salary or per diem.

Section 37.08. For purpose of this Agreement travel assignments are defined as work assignments performed outside a 60 mile radius of the EMPLOYERS' work site. Travel assignments shall be rotated among employees within organizational elements (shop and classification) to the extent permitted by the character of the work to be performed, the skills required, and the availability of employees. An employee selected for assignment involving travel may request that he/she be excused and the request will be favorably considered provided other qualified employees are available for assignment. In cases of denial of request for excusal, the reasons for denial will be provided to the employee in writing, and his/her UNION Representative.

Section 37.09. The selection of employees for assignment to duty in combat areas or where civilian employees would be exposed to civil or military combatants, shall be made as follows:

- a. Those qualified volunteering for the assignment.
- b. Rotating such assignment if feasible among equally qualified employees within an organization element (shop and classification).

Volunteering for travel assignment will not exempt an employee from his/her regular turn for travel when due. An employee selected under this Section may request to be excused and such requests will be favorably acted upon provided another qualified employee is available for the assignment. In cases of denial of request for excusal, the reasons for denial will be explained to the employee and his/her UNION representative if desired by the employee. If requested by the employee, and provided time permits, the reasons for denial will be reviewed and a decision rendered by the Commanding Officer/Activity Head or his/her designated representative prior to the departure. The employee's In all cases, employees will be paid hazardous pay plus all other authorized benefits in accordance with applicable regulations.

Section 37.10. Accurate records of travel assignment will be maintained at the Activity level, and records of travel assignments of employees of the UNIT will be made available to the UNION upon request.

Section 37.11. The EMPLOYERS will make every effort to arrange reimbursement for travel allowances within ten (10) workdays after receipt of approved travel claims. Reimbursement vouchers must be prepared by the traveler personally. The voucher will be presented for payment to the PERSUPPDET servicing the facility. In the event of delay, affected employees will be advised as to reasons for delay whenever possible. If an advance travel allowance exceeds actual reimbursement amount, the traveler shall refund the excess within fifteen (15) days after notification of amount due. Should a traveler be unable to refund any excess advance, then the excess advance shall be recovered by off-set of salary due, in accordance with applicable NAVCOMP Manual.

Section 37.12. It is mutually agreed disputes or alleged inequities in connection with travel will be resolved by consultation between the employee, and his/her UNION Representative, if desired, and appropriate Management Officials having cognizance over the travel. The parties will attempt resolution of the disputes or alleged inequities in an expeditious manner.

Section 37.13. Employees traveling in a temporary duty travel status by government or commercial carrier may be authorized to utilize special conveyances or other means of transportation if the use of such facilities is authorized in the travel orders or approved on the reimbursement voucher as advantageous to the government. Employees who are required to utilize public or private transportation at the job site will be reimbursed in accordance with applicable regulations.

Section 37.14. The use of government quarters by UNIT employees on temporary duty assignments shall not be required unless they are directed by higher authority, they are adequate, it is a condition of attendance, or it is all that is available such as aboard ship or certain overseas bases. Government quarters will be used in accordance with higher authority including the Joint Travel Regulations (JTR). Non-use of government quarters will be in accordance with appropriate regulations. In the event the employee refuses any government quarters provided, the employee will document and submit his/her reasons, via the chain of command, requesting reimbursement of expenses incurred.

Reimbursement will be made when reasons for refusal of government quarters are considered adequate by the EMPLOYERS.

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ARTICLE 38

UNION DUES WITHHOLDING

Section 38.01. UNION dues (the regular, periodic amounts required to maintain an employee in good standing in the UNION) shall be deducted by the EMPLOYERS from an employee's pay each payroll period when the following conditions have been met:

a. The employee either is a member in good standing of the UNION or has signed up for membership in the UNION subject to the payment of his/her first month's dues through voluntary allotment as provided herein.

b. The employee's earnings are sufficient to cover the amount of the allotment.

c. The employee has voluntarily authorized a deduction on Standard Form 1187, supplied by the UNION.

d. The appropriate local UNION authorized official has completed and signed Section A of the form on behalf of the UNION.

e. The completed form shall be turned over promptly to the Financial Officer of the UNION for transmittal to the appropriate official of the EMPLOYERS.

Section 38.02. The UNION shall supply to the employees involved Standard Allotment Form 1187. The UNION shall be responsible for the distribution of forms to its members and for completion of Section A, including the certification of the current amount of the UNION'S regular dues to be deducted each pay period. Upon request, the UNION will provide the employee a copy of his/her completed 1187.

Section 38.03. Deduction of dues shall begin with the first pay period which occurs after receipt of Standard Form 1187 by the payroll Customer Service Representative (CSR). These actions will be processed and routed in time to reach the CSR no later than Thursday noon of the week preceding the effective date of the action.

Section 38.04. The amount of the UNION dues to be deducted each pay period on behalf of the UNION shall remain as originally certified on the allotment forms by the authorized

local UNION official until a change in the amount of deductions is certified by the authorized official of the UNION and such certification of change is duly transmitted to the CSR.

Section 38.05. At any time there is a change in dues structure, the local will send a memorandum to the appropriate Customer Service Representative (CSR) noting the amount of the change. The new amounts will be deducted starting the first pay period following receipt by the CSR unless a later date is specified. The memorandum must be signed by one of the UNION officials designated to certify dues withholding forms.

Section 38.06. An employee's voluntary allotment for payment of his/her UNION dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the UNION.
- b. Permanent transfer of the employee outside of the UNION'S recognized bargaining area. Note: Employees should review their Leave and Earnings Statement (LES) to ensure dues have been terminated.
- c. Separation of the employee for any reason, including death or retirement.
- d. Receipt by the EMPLOYERS of notice that the employee has been expelled or has ceased to be a member in good standing of the UNION.

Section 38.07. An allotment for the deduction of an employee's UNION dues may also be terminated by the employee through submission to the CSR of Standard Form 1188 properly executed in triplicate by the individual employee. The 1188 may be submitted at any time; however, a termination of allotment under this Section shall be effective only on the employee's first anniversary date or each subsequent anniversary date. The CSR shall immediately transmit the UNION'S copy of the form to the President or Financial Officer of the UNION.

Section 38.08. Anytime management officials request the payroll office in writing to discontinue an employee's dues withholding because the employee has left the unit of recognition, a copy of such request shall be provided to the UNION.

Section 38.09. The EMPLOYERS through their appropriate official shall transmit to the President or Financial Officer of the UNION within five (5) working days after each payday all of the following:

a. A list which shall identify the local UNION by name and local number, and shall list the name of each employee member of the UNION on voluntary allotment, and the amount of the allotment deduction made for each employee member. The list shall include the total monetary amount of all allotment deductions made for the members of the UNION together with the total number of allotment deductions. The list shall also include any allotment deductions that are terminating with the pay period covered and the reason for each termination.

b. A check drawn on the Treasury of the United States and made payable to the UNION in an amount equal to the grand total of all such monetary allotment deductions made. No service charge will be charged to the UNION. Electronic funds transfer is authorized where available.

Section 38.10. The UNION will not be held responsible for any EMPLOYER made errors with respect to the dues withholding program. All payroll deductions and transmittals will be made at no cost to the UNION.

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ARTICLE 39

PERFORMANCE EVALUATION

Section 39.01. The EMPLOYERS agree that prior to changing existing policy and practices with respect to the annual performance evaluation of unit employees, the EMPLOYERS will discharge their obligation to the UNION as set forth in Article 3 of this Agreement and the ACT.

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ARTICLE 40

DURATION AND CHANGES

Section 40.01. This Agreement, as executed by the UNION and the EMPLOYERS, shall remain in full force and effect for a period of three years from the date of its approval by the Department of Defense. On the written request of either PARTY, it is agreed that both PARTIES shall meet to commence negotiations on a new agreement or a renewal of this

Agreement on the first workday on or after the 105th day prior to the expiration date of this Agreement. Consideration will be given to an extension to provide an additional period, if required for completing negotiations. Further, it is provided that this agreement shall terminate at any time it is determined that the UNION is no longer entitled to exclusive recognition under the ACT.

Section 40.02. This Agreement, except for its duration period as specified in Section 1 of this Article, is subject to opening only as follows:

a. Amendment(s) may be required because of changes made in applicable laws or Executive Orders after the effective date of this Agreement. In such event, both PARTIES will meet for the purpose of negotiations in such language that will meet the requirements of such laws or act or Executive Orders. Such amendment(s) as agreed to will be duly executed by both PARTIES and become effective on a date or dates agreed to as being appropriate under the circumstances.

b. It may be opened for amendment(s) by the mutual consent of both PARTIES at any time after it has been in force and effect for at least one year. Requests for amendment(s) by either PARTY must include a summary of amendments proposed. Both PARTIES shall meet within twenty (20) calendar days after receipt of notice to discuss the matter(s) involved in the request(s). If both PARTIES agree that opening is warranted on any matter(s) they shall proceed to negotiate. No changes shall be considered except matter(s) agreed to by both PARTIES.

c. It shall be opened for amendment(s) upon mutual agreement of both PARTIES within thirty (30) calendar days after receipt by such PARTIES of any Order, instruction, Federal Labor Relations Authority decision, or regulation of the Office of Personnel Management, Department of Defense, or Department of the Navy which substantially alters the discretionary authority of the EMPLOYERS with regard to any item dealt with in this Agreement. Requests for such amendment(s) must include a summary of the amendment(s) proposed and make reference to the appropriate Order, Regulation, Federal Labor Relations Authority decision, or instruction upon which each amendment(s) request is based. Both PARTIES shall meet within twenty (20) calendar days after receipt of a request to open negotiations on such matters. No changes shall be considered except those bearing directly on and falling within the scope of such Order, Regulation or instruction

and the discretionary area(s) which the same delegates to the EMPLOYERS. Such amendment(s) as agreed will be duly executed by both PARTIES.

Section 40.03. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made unless such agreement is made and executed in writing between both PARTIES and has been ratified by the UNION and approved by the Department of Defense.

Section 40.04. The waiver or breach of any condition of this Agreement, by either PARTY, shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

Section 40.05. Mid-term negotiations pertaining to changes that will affect EMPLOYEES' conditions of employment may be required by either PARTY as per Article 3 of this Agreement.

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ARTICLE 41

PARKING

Section 41.01. All available parking areas will be designated for parking as close to assigned work areas as feasible. In this connection, an appropriate representative of the EMPLOYERS shall review alleged inequities reported by the UNION in the utilization of available parking facilities and may recommend to the Commanding Officer/Activity Head additional parking areas as the need arises, commensurate with the availability of space.

Section 41.02. A reserve parking space will be provided for the UNIT Chairperson within close proximity of their working area.

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ARTICLE 42

EXECUTION OF AGREEMENT

(Negotiating teams and Department of Defense approval)

FOR THE UNION:

FOR THE EMPLOYERS:

Approved by the Department of Defense on _____ to be effective _____.

IN WITNESS THEREOF THE PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT ON

THIS _____ day of _____

(Commanding Officers' signatures)

APPENDIX A

ABSENCE FROM DUTY REQUEST

Date _____

_____ Unit Chairman _____ Union Representative _____ Representative

_____ Destination _____ Bldg. No. _____ Est. Time _____ Time Left _____ Time Returned _____ Time Used

CHECK OR COMPLETE AS REQUIRED TO INDICATE NATURE OF BUSINESS:

____ To consult or negotiate with the Employer concerning policy, practice, or procedure affecting UNIT employees in accordance with Article 2 of the Agreement (specify).

____ To represent a UNIT employee or act as the Union's Representative during:

____ The preparation of a grievance (specify _____ The presentation of a grievance.
nature of grievance, e.g., overtime, etc.).

____ The preparation of an arbitration. _____ The presentation of an arbitration.

____ The preparation of a statutory appeal. _____ The presentation of a statutory appeal.

____ To participate on a committee (specify).

____ To enter into problem resolving discussions with the EMPLOYER with respect to matters affecting the conditions of employment of UNIT employees (specify nature of discussion).

____ To enter into problem resolving discussions with a UNIT employee with respect to matters affecting the employee's conditions of employment (specify nature of discussion).

APPROVAL (IS) (IS NOT) GIVEN FOR UNION REPRESENTATIVE TO LEAVE HIS REGULAR DUTIES:

If disapproved, reason: _____

(If reason is workload, indicate when the Representative may be released)

Representative's Signature	Supervisor's Signature
----------------------------	------------------------

Original to supervisor, copy to Union Representative, copy to Human Resources Office

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APPENDIX B

EMPLOYEE ABSENCES FOR COURT OR COURT-RELATED SERVICES

(INSERT FORM)

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APPENDIX C
GRIEVANCE FORM

Date: _____

From: _____
(Grievant)

To: _____ Received by/Date: _____
(Department Head or Equivalent)

Date Submitted at Step 1: _____ Supervisor: _____

Date of Step 1 decision: _____ Name of Representative: _____

I presented a grievance at Step 1 with the corrective action desired as described below. My supervisor's oral reply was not satisfactory. Therefore, I irrevocably elect to pursue my grievance at Step 2 of the Negotiated Grievance Procedure. My grievance and the specific Article(s) and Section(s) of the Agreement and/or specific Chapter(s) and Section(s) of the regulations that were misinterpreted and applied are as follows (who, what, when, where, how):

Additional information (is) (is not) attached. (Use additional sheets as required.)

Corrective Action desired:

(Signature of Grievant /Date) (Signature of Union Representative/Date)

APPENDIX C

SECOND STEP DECISION

On _____ I discussed the grievance that is described on the reverse side
(Date) with the following persons:

____ A satisfactory settlement was
reached as described below:

____ A satisfactory settlement was not reached
for the reason(s) stated below:

Additional information (is) (is not) attached.

Date copy furnished to Union: _____

Date copy furnished to Grievant: _____

(Signature of Department Head or Equivalent/Date)

ADR elected ____yes ____no **ADR successful** ____yes ____no

THIRD STEP

Date:

From: Unit Chairperson/Grievant _____
(Signature)

To: Commanding Officer/Activity Head _____
(Date Received and By Whom)

A satisfactory settlement of my grievance was not reached at Step 2. Therefore, I wish to pursue the matter at Step 3. Specific reason(s) why the decision rendered at Step 2 is not acceptable are as follows:

Additional information (is) (is not) attached. (Use additional sheets as required)

(Signature of Grievant/Date)

Preparation and Distribution: Union/Grievant prepares original and three copies. Department Head retains a copy and original is forwarded to servicing Human Resources Office. One copy is returned to Union and one copy to the Grievant.

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APPENDIX D

MEMORANDUM OF UNDERSTANDING

BETWEEN

PERSONNEL SUPPORT DETACHMENT

PENSACOLA, FLORIDA

And

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 1960

PENSACOLA, FLORIDA

(ORIGINAL ATTACHED)

APPENDIX E

MEMORANDUM OF UNDERSTANDING
BETWEEN
PERSONNEL SUPPORT DETACHMENT
GULFPORT, MISSISSIPPI
And
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 1960
PENSACOLA, FLORIDA

(ORIGINAL ATTACHED)